

# City of Rancho Palos Verdes, California



**Contract Documents  
For  
Construction of**

**BUS STOP ADA ACCESS IMPROVEMENTS  
Project No. 022217  
Community Development Block Grant No. 601795-16**

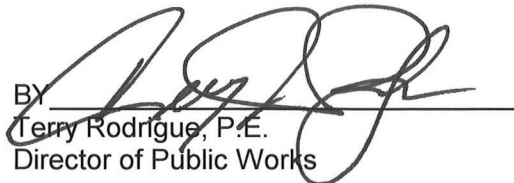
**City of Rancho Palos Verdes  
Public Works Department  
30940 Hawthorne Boulevard  
Rancho Palos Verdes, California 90275  
(310) 544-5252**

**Prepared by  
KOA CORPORATION**

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Approved on May 10<sup>th</sup>, 2017

Mayor, Brian Campbell  
Mayor Pro Tem, Jerry V. Duhovic  
Councilmember, Susan M. Brooks  
Councilmember, Ken Dyda  
Councilmember, Anthony M. Missetich

BY   
Terry Rodriguez, P.E.  
Director of Public Works

## **NOTICE TO POTENTIAL BIDDERS**

Downloading the Plans, Specifications and other Bid Documents will NOT place you on the City's List of Plan Holders. This is important because only those on the City's List of Plan Holders will automatically receive any additional project information (notices, Addenda, etc.) sent by the City prior to the bid opening date. Acknowledgement of receipt of any Addenda is required to be submitted for a bid to be considered responsive.

Potential Bidders are added to the City's List of Plan Holders when they purchase Bid Documents in person at City Hall, request and pay for Bid Documents to be mailed from City Hall or provide a written request for registration on the List of Plan Holders.

Such request can be made by email to [publicworks@rpvca.gov](mailto:publicworks@rpvca.gov), by facsimile to 310-544- 5292, or by US Mail to:

Rancho Palos Verdes  
Public Works Department – List of Plan Holders  
30940 Hawthorne Blvd.  
Rancho Palos Verdes, CA 90275

It is the responsibility of the Potential Bidder to provide a complete and timely request to the City no less than 24 hours prior to the bid opening, so any information can be sent. Potential Bidders must provide company contact information including company name, address, telephone and facsimile numbers, email address, and the project number and title as it appears on the Notice Inviting Bids, along with their request to be registered. A confirming email will be sent once the Potential Bidder is registered.

For inquiries, contact the Department at [publicworks@rpvca.gov](mailto:publicworks@rpvca.gov) or 310-544-5252.



**CITY OF RANCHO PALOS VERDES**  
**CONTRACT DOCUMENTS**

**FOR**

**BUS STOP ADA ACCESS IMPROVEMENTS**  
**Project No. 022217**  
**COMMUNITY DEVELOPMENT BLOCK GRANT, NO. 601795-16**

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**NOTICE INVITING SEALED BIDS**

**CITY OF RANCHO PALOS VERDES BIDS**

**MUST BE RECEIVED BY: 11:00 a.m., June 6, 2017**

**BIDS TO BE OPENED SHORTLY AFTER: 11:00 a.m., June 6, 2017**

PLACE OF BID RECEIPT: Office of the Director of Public Works  
City Hall, 30940 Hawthorne Boulevard  
Rancho Palos Verdes, California 90275

NOTICE IS HEREBY GIVEN that the City of Rancho Palos Verdes, County of Los Angeles, California, will receive up to, but not later than the time set forth above, sealed contract bids for the award of a contract for the **BUS STOP ADA ACCESS IMPROVEMENTS**. All bids shall be made on the form furnished by the City and shall be opened and publicly read aloud at the above-stated time at the place of bid identified above.

Sealed bids must be placed in a sealed package with the project name and identification number typed or clearly printed on the lower left corner of the package.

**PROJECT IDENTIFICATION NAME:**

**BUS STOP ADA ACCESS IMPROVEMENTS**

**BACKGROUND/DESCRIPTION OF WORK:** The general items of work include construction of curb, sidewalk, ADA ramps, AC pavement, bench, grading, landscape and irrigation restoration, wheel stops, excavation, and all other items that are required to complete the work. The work to be done shall include furnishing all materials, equipment, tools, labor, and incidentals as required by the Plans, Specifications, and Contract Documents, in the City of Rancho Palos Verdes, California.

**COMPLETION OF WORK:** All work shall be completed within the contract period of **Twenty (20)** Working Days following Notice to Proceed.

**OBTAINING BID DOCUMENTS:** Potential Bidders may obtain the Contract Documents for the Project at Rancho Palos Verdes City Hall, 30940 Hawthorne Blvd, Rancho Palos Verdes, California 90275 for a non-refundable fee of \$30.00 per set, or \$60.00 per set if mailed. The City must receive payment before the Contract Documents will be provided. Interested parties may also download the Contract Documents free of charge from the City's website, <http://www.rpvca.gov/437/Business-Resources>.

Potential Bidders who purchase Contract Documents from City Hall will be placed on the list of Plan Holders at the time of purchase. Only those firms on the list of Plan Holders will be informed of any and all subsequent project information prior to bid opening, including Addenda. Addenda will be issued only to a Plan Holder. Those downloading documents who want to be placed on the list of Plan Holders will need to contact the Public Works office at [publicworks@rpvca.gov](mailto:publicworks@rpvca.gov) or 310-544-5252 and ask to be registered as a Plan Holder for the

specified project. Potential Bidders must provide company contact information including company name, address, telephone and facsimile numbers, email address, and the project number and title as it appears on this Notice along with their request to be registered.

**FACSIMILE NUMBER AND EMAIL ADDRESS:** Anyone obtaining Contract Documents must immediately supply the Director of Public Works with a facsimile number and email address such that Addenda and other information may be transmitted as rapidly as possible. Failure to provide such a facsimile number and email address may result in late notification. In any case, City does not guarantee Addenda will be faxed or emailed, and Bidder shall be responsible for all Addenda regardless of whether Bidder received any such fax or email.

**PRE-BID MEETING:** A non-mandatory pre-bid meeting will be held on Monday, May 15, 2017. All potential bidders need to meet in the Public Works lobby by 10:00 a.m. (30940 Hawthorne Boulevard, Rancho Palos Verdes, CA 90275.)

**REQUEST FOR CLARIFICATION:** If you discover any error, omission, ambiguity or conflict in the Plans or Specifications and wish to have a clarification, please fax or email your request for clarification to the Director of Public Works at [publicworks@rpvca.gov](mailto:publicworks@rpvca.gov) such that it is received by him/her no later than close of business on May 25<sup>TH</sup> 2017. Requests for clarification received after this date will be disregarded. Please indicate the Project in your request for clarification.

**PREVAILING WAGES:** Pursuant to the Labor Code of the State of California, the Director of Industrial Relations has determined the general prevailing rate of wages and employer payments for health and welfare, vacation, pension and similar purposes applicable to the work to be done. This rate and scale are on file with the Director of Public Works and copies will be made available to any interested party on request. The Contractor to whom the contract is awarded, and the subcontractors under him must pay not less than these rates for this area to all workers employed in the execution of this contract. This Project is subject to compliance monitoring and enforcement by the DIR.

**PREVAILING WAGE STATEMENT:** This is a federally-assisted construction contract. Federal Labor Standards Provisions, including prevailing wage requirements of the Davis-Bacon and Related Acts will be enforced. A copy of the Federal Wage Decision applicable to this project is included in the Bid Document.

This project is a public work project in the State of California, funded in whole or in part with public funds. Therefore, the higher of the two applicable prevailing wage rates, federal or state, will be enforced. The Contractor's duty to pay State prevailing wages can be found under Labor Code Section 1770 et seq. Labor Code Sections 1775 and 1777.7 outline the penalties for failure to pay prevailing wages and to employ apprentices, including forfeitures and debarment. The State Wage Decision is on file at the City Clerk's office, and is also available online at <http://www.dir.ca.gov/dlsr/>.

**CONFLICT OF INTEREST:** In the procurement of supplies, equipment, construction, and services by sub-recipients, the conflict of interest provisions in State LCA - 2 CFR 200.317-318 and Non-Profit Organizations – 24 CFR 84.4 and 24 CFR 570.611, respectively, shall apply. No

employee, officer or agent of the sub-recipient shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

**APPRENTICESHIP PROGRAM:** Attention is directed to Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code and Title 8, California Administrative code, Section 200 et seq. to ensure compliance and complete understanding of the law regarding apprentices. Apprentices must be currently enrolled in a federally approved apprenticeship program and registered with the U.S. Department of Labor, Office of Apprenticeship (OA). Federal Apprenticeship verification can only be issued by the OA through a request from the apprentice program sponsor.

**BONDS:** Each Bid must be accompanied by a cash deposit, cashier's check, certified check or Bidder's Bond issued by a Surety insurer, each of which must be made payable to the City, in an amount not less than ten percent (10%) of the total Bid submitted. Personal or company checks are not acceptable. Upon award of Contract, Contractor shall provide faithful performance and payment Bonds, each in a sum equal to the Contract Price. Before acceptance of the Project, Contractor shall submit warranty/maintenance Bonds that are valid for one year from acceptance, in the amount of one hundred percentage (100 %) of the Contract Price; in lieu of the warranty Bond, Contractor may submit proof from the Surety that the performance Bond has been extended for the appropriate duration of time. All Bonds must be issued by a California admitted Surety insurer and submitted using the required forms, which are in the Contract Documents, or in any other form approved by the City Attorney. Failure to enter into a valid Contract, including the submission of all required Bonds and insurance coverages, with the City within ten (10) Days after the date of the delivery of the Contract forms to the Bidder, shall constitute a material breach and subject the Bid security to forfeiture to the extent provided by law.

**LICENSE:** The bidder must possess a Class A contractor's license in California. No contract will be awarded to any bidder who is not a properly licensed California contractor as required by the California Business and Professions Code. The successful Contractor must also possess a current City business license.

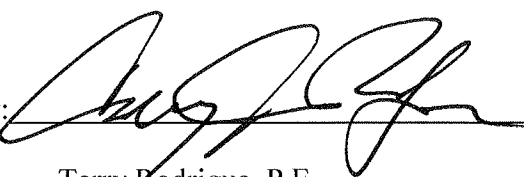
**REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS:** The Contractor's attention is directed to Labor Code Section 1725.5, which provides that a contractor or subcontractor shall not be qualified to bid on, be listed in a Bid proposal, subject to the requirements of Public Contract Code Section 4104, or engage in the performance of any contract that is subject to Labor Code Section 1720 et seq., unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5.

**RETENTION SUBSTITUTION:** Five percent (5%) of any progress payment will be withheld as retention. In accordance with Public Contract Code Section 22300, and at the request and expense of the Contractor, securities equivalent to the amount withheld may be deposited with City or with a State or federally chartered bank as escrow agent, which shall then pay such moneys to the Contractor. Upon satisfactory completion of the Contract, the securities shall be returned to the Contractor. Alternatively, Contractor may request that the City make payments of earned retentions directly to an escrow agent at Contractor's expense. No such substitutions shall be accepted until all related documents are approved by the City Attorney.

**LIQUIDATED DAMAGES:** There is a **\$1,050 per day assessment for liquidated damages** for each calendar day that work remains incomplete beyond the time specified for the completion of the work. Refer to the bid specifications and contract documents for further details.

**BIDDING PROCESS:** The City reserves the right to reject any or all bids or any parts thereof and waive any irregularities or informalities in any bid or in the bidding and to make awards in all or part in the best interest of the City. No bidder may withdraw his bid for a period of ninety (90) days after the date set for the opening bids.

**CITY OF RANCHO PALOS VERDES**

By:   
Terry Rodriguez, P.E.  
Director of Public Works

Date: 5-10-17

## **INSTRUCTIONS TO BIDDERS**

**FORM OF PROPOSAL:** The proposal shall be made on the bidding schedule (“proposal”) herein. The proposal shall be enclosed in a sealed envelope bearing the name of the bidder and the name of the project as described under Notice Inviting Sealed Bids.

**DELIVERY OF PROPOSALS:** The proposal shall be delivered by the time and to the place stipulated in the Notice Inviting Sealed Bids. It is the bidder’s sole responsibility to see that his proposal is received in proper time. Any proposal received after the scheduled closing time for receipt of proposals will be returned to the bidder unopened unless an extension has been granted by the City. Bidders or their authorized agents are invited to be present.

**MODIFICATIONS AND ALTERNATIVE PROPOSALS:** Unauthorized conditions, limitations or provisos attached to a proposal will render it informal and may be cause for rejection. The complete proposal forms shall be without interlineations, alterations or erasures, unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the bid. No oral, telegraphic or telephonic proposals or modifications will be considered.

**WITHDRAWAL OF PROPOSAL:** The proposal may be withdrawn upon request by the bidder without prejudice to himself prior to, but not after, the time fixed for opening of bids, provided that the request is in writing, has been executed by the bidder or his duly authorized representative, and is filed with the DIRECTOR OF PUBLIC WORKS. No proposal may be withdrawn during the period of ninety (90) calendar days after the opening of proposals.

**BIDDER’S SECURITY:** Each bid shall be accompanied by cash, certified or cashier’s check payable to the City, or a satisfactory bid bond in favor of the City executed by the bidder as principal and a California admitted surety as surety, in an amount not less than ten percent (10%) of the amount set forth in the bid. The check or bid bond shall be given as a guarantee that the bidder shall execute the contract if it is awarded to him in conformity with the contract documents and shall provide the evidence of insurance and furnish the necessary bonds as specified in the contract documents, within ten (10) calendar days after written notice of the award. In case of the bidder’s refusal or failure to do so, the cash, check, or bond, as the case may be, shall be forfeited to the City. No bidder’s bond will be accepted unless it conforms substantially to the form set forth as required.

**APPROXIMATE ESTIMATE:** The quantities shown in the proposal form shall be considered as approximate only, being listed therein for the purpose of serving as a general indication of the amount of work or materials to be performed or furnished, and as a basis for the comparison of bids; and the City does not guarantee nor agree, either expressly or by implication, that the actual amount required will correspond therewith, but reserves the right to increase or decrease the amount of any item or portion of work or material to be performed or furnished, or to omit any such item or portion, in accordance with the Special Provisions or Standard Specifications, under which the work is to be constructed, without any way invalidating the contract, should such increase, decrease or omission be deemed necessary or expedient. The quantity distribution tables included in the Appendix are provided to generally assist in defining the work and should be considered to be approximate only.

**ADDENDA:** The Director of Public Works may, from time to time, issue Addenda to the Contract Documents. Parties that have obtained the Contract Documents and are on the list of Plan Holders shall be notified of and furnished with copies of such Addenda, either by email, personal delivery, or facsimile, during the period of advertising at no additional cost. The City may determine, in its sole discretion, whether an Addendum requires the postponement of the date set for opening Bids. The announcement of the new date, if any, shall be made within the Addenda. **Please Note:** Bidders are primarily and ultimately responsible for ensuring that they have received any and all Addenda. To this end, each Bidder should contact the City to verify that he or she has received all Addenda issued, if any. Bidders must acknowledge receipt of all Addenda, if any, in its Proposal. Failure to acknowledge receipt of all Addenda may cause a Proposal to be deemed incomplete and non-responsive.

**DISCREPANCIES IN PROPOSALS:** The bidder shall set forth each item of work, in clearly legible figures, a unit or line item bid for the item in the respective spaces provided for this purpose.

In case of discrepancy between the unit price and the total set forth for the item, the unit price shall prevail, provided, however, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or in the case where the unit price is the same amount as the entry in the “Total” column, then the amount set forth in the “Total” column for the item shall prevail in accordance with the following:

- (1) As to lump sum items, the amount set forth in the “Total” column shall be the unit price.
- (2) As to unit price items, the amount set forth in the “Total” column shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price.

In case of discrepancy between words and figures, the words shall prevail.

**COMPETENCY OF BIDDERS:** In selecting the lowest responsible bidder, consideration will be given to the general competency of the bidder for the performance of the work covered by the proposal. No agreement for the work will be executed with a contractor who is not licensed in accordance with the laws of the State of California under applicable provisions of the Business and Professions Code and registered with the DIR. The licensing requirements for contractors shall apply also to subcontractors.

Contractors and subcontractors must sign the “Statement Acknowledging Penal & Civil Penalties Concerning the Contractor’s Licensing Laws.”

**BIDDER’S EXAMINATION OF SITE AND CONTRACT DOCUMENTS:** Bidders must satisfy themselves by personal examination of the location of the proposed work and by such other means as they may prefer as to the proposal, plans, specifications, contract form and actual conditions and requirements of the work, and shall not at any time after submission of the bid, dispute, complain, or assert that there was any misunderstanding in regard to the conditions to be encountered, the character, quality, and quantities of work to be performed and materials to be furnished, and the requirements of the proposal, plans, specifications, and the contract form. The

submission of a proposal shall be considered conclusive evidence that the bidder has made such examination.

**DISQUALIFICATION OF BIDDERS:** No person, firm, or corporation shall be allowed to make, file or be interested in more than one bid for the same work, unless alternate bids are specifically called for. A person, firm or corporation that has submitted a sub-proposal to a bidder, or that has quoted prices of materials to a bidder is not hereby disqualified from submitting a sub-proposal or quoting prices to other bidders or making a prime proposal. If there is a reason to believe that collusion exists among the bidders, all bids will be rejected.

**RETURN OF BID SECURITY:** The successful bidder's proposal guarantee shall be held until the contract is executed. Bid security shall be returned to the three (3) lowest bidders within twenty (20) calendar days after the successful bidder has signed the contract. All other securities shall be returned immediately.

**AWARD OF CONTRACT:** The City reserves the right to reject any or all bids or any parts thereof or to waive any irregularities or informalities in any bid or in the bidding. The award of the contract, if made by the City, will be to the lowest responsible and qualified bidder. The award, if made, will be within ninety (90) calendar days after the opening of the proposals; provided that the award may be made after said period if the successful bidder has not given the City written notice of the withdrawal of his bid.

**ALTERNATES:** If alternate bids are called for, the contract shall be awarded to the lowest responsible bidder on the base bid.

**LISTING SUBCONTRACTORS:** Each bidder shall submit a list of the proposed subcontractors on this project, as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code Sections 4100, et seq.). Forms for this purpose are furnished with the contract documents.

**EXECUTION OF AGREEMENT:** The bidder to whom award is made shall execute a written contract with the City in the form included in these contract documents and shall secure and provide to City all insurance and bonds as herein specified within ten (10) calendar days from the date of mailing of written notice of the award. Failure or refusal to enter into the agreement or to conform to any of the stipulated requirements shall be just cause for the annulment of the award and forfeiture of the bidder's security. In the event the bidder to whom an award is made fails or refuses to execute the Agreement within said time, the City may declare the bidder's security forfeited, and it may award the work to the next lowest bidder, or may call for new bids.

If the successful bidder refuses or fails to execute the contract, the City may award the contract to the second lowest responsible bidder. If the second lowest responsible bidder refuses to execute the contract, the City may award the contract to the third lowest responsible bidder to execute the contract; such bidder's securities shall be likewise forfeited to the City.

**INSURANCE AND BONDS:** The Contractor shall not begin Work under the Contract until it has given the City evidence of all required insurance coverage, including all additional insured endorsements. The Contractor also shall not begin Work under the Contract until it has furnished to the City two Bonds: one guaranteeing the Contractor's faithful performance of the Contract,



and other securing the payment of claims for labor and material. Each of these Bonds shall be executed in a sum equal to the Contract amount. Before acceptance of the Project, the Contractor shall submit warranty/ maintenance Bond(s) that are valid for one year from acceptance, as further described in the General Provisions.

**TELEPHONES:** Bidders are hereby notified that City will not provide telephones for their use at the time of receipt of bids.

**INTERPRETATION OF PLANS AND DOCUMENTS:** If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the drawings, specifications or other contract documents, or finds discrepancies in or omissions from the drawings and specifications, he or she may submit to the DIRECTOR OF PUBLIC WORKS a written request for an interpretation or correction by seven (7) calendar days prior to bid opening. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the contract document will be made only by an Addendum duly issued, and a copy of such Addendum will be mailed, delivered or faxed to each person receiving a set of the contract documents. No oral interpretation of any provision in the contract documents shall be binding.

**SALES AND/OR USE TAXES:** Except as may be otherwise specifically provided herein, all sales and/or use taxes assessed by federal, state or local authorities on materials used or furnished by the Contractor in performing the work hereunder shall be paid by the Contractor.

**NON-COLLUSION AFFIDAVIT:** The Contractor shall execute and return a “Non-collusion Affidavit” with its bid in the form attached herein.

**EXECUTION OF THE CONTRACT:** The contract, in the form set forth in the Contract Section shall be executed by the successful bidder in accordance with the Instruction for Execution of Documents, and returned to the City for execution by the City, and shall be accompanied by bonds as described in paragraph GP-B-4 and the evidence of insurance required by paragraph GP-B-5, all within fifteen (15) calendar days from the date written notice of the award is mailed to bidder. No bidder proposal shall be considered binding upon the City until such time as it has been executed by the City.

**CONTRACT BONDS:** The successful bidder shall furnish to the City at his own expense two surety bonds. One bond shall be in the amount of 100 percent of the contract price in the form set forth in the Contract Section to guarantee faithful performance of the contract work. The other bond, in an amount not less than 100 percent of the contract price in the form set forth in the Contract Section shall be furnished to secure payment of those supplying labor and materials as required by the California Civil Code. Each bond shall be executed in accordance with the instruction set forth in the Proposal Section and each bond shall be executed by a California admitted surety insurer acceptable to, and approved by the City Attorney.

**INSURANCE:** The Contractor shall at all times, during the term of this contract, carry, maintain and keep in full force and effect, a policy or policies of comprehensive public liability insurance with an insurance company admitted to write insurance in California, or carriers with a rating of, or equivalent to, A:VII by A. M. Best & Company to, and approved by, the Director of

Public Works and City Attorney, within minimum limits of Two Million Dollars (\$2,000,000.00) combined single limit coverage against any injury, death, loss or damage as a result of wrongful or negligent acts or omissions by the Contractor, together with an endorsement in substantially the form set forth in the Contract Section attached hereto. The Contractor shall also at all times during the term of this contract carry, maintain and keep in full force and effect a policy or policies of Workers' Compensation insurance and shall provide to the City evidence of such coverage in the form set forth herein.

**COMPLIANCE WITH PROVISIONS OF THE PUBLIC CONTRACT:** All Contracts shall conform to the provisions of Sections 4100 through 4114, inclusive, of the Public Contract Code, as amended, concerning subcontractors and subcontracts.

**REJECTION OF BIDS:** Proposals may be rejected by the City Council where, upon evidence of a prior performance of the bidder, the City Council has made a finding that the bidder is not a responsible bidder because of unsatisfactory performance within the past three (3) years with the City or with other public entities. The City reserves the right to reject any or all bids and to waive any irregularity or informality in any bid to the extent permitted by law.

## **GENERAL PROVISIONS**

### **A. PROJECT PROVISIONS**

#### **1. UNITS OF MEASURE**

The U.S. Standard Measures also called U.S. Customary System is the principal measurement system in these specifications and shall be used for construction, unless otherwise stated in the Contract Documents.

The project provisions applicable to this contract shall be those set forth in California Building Code (CBC), California Mechanical Code (CMC), California Plumbing Code (CPC), and 2007 California Electrical Code (CEC) & City Ordinance, the 2005 California Energy Standards and the Standard Specifications for Public Works Construction, 2015 edition, including all supplements, published by Building News, Inc., 1612 South Clementine Street, Anaheim, California 92802, hereinafter referred to as "Standard Specifications." The Standard Specifications are referred to and by this reference are made a part hereof as though set forth at length. The Contractor is required to comply with the Standard Specifications in addition to the conditions set forth in these General Provisions and Special Provisions.

### **B. LEGAL RELATIONS AND RESPONSIBILITY TO THE CITY**

#### **1. LAWS TO BE OBSERVED**

The Contractor shall keep himself or herself fully informed on all existing and pending State and national laws and all municipal ordinances and regulations of the City, which in any manner affect those employed in the work, or the material used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having jurisdiction or authority over the same. The Contractor shall particularly observe all ordinances of the City in relations to the obstruction of streets or conduct of the work, keeping open passageways and protecting the same where they are exposed or dangerous to traffic.

#### **2. SOCIAL SECURITY REQUIREMENTS**

The Contractor shall furnish to the City satisfactory evidence that he and all subcontractors working for him are complying with all requirements of the Federal and State Social Security legislation. The Contractor, at any time on request, shall satisfy the City that the Social Security and Withholding taxes are being properly reported and paid.

#### **3. REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS**

The Contractor's attention is directed to Labor Code Section 1725.5, which provides that a contractor or subcontractor shall not be qualified to bid on, be listed in a Bid proposal, subject to the requirements of Public Contract Code Section 4104, or engage in the performance of any contract that is subject to Labor Code Section 1720 et seq., unless

currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. This requirement applies to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015.

#### **4. COMPLIANCE MONITORING AND POSTING JOB SITES**

This Project is subject to compliance monitoring and enforcement by the DIR. The Contractor shall post job site notices, as prescribed by regulation.

#### **5. PREVAILING WAGES**

In accordance with the provisions of Section 1770 et seq., of the Labor Code, the Director of the Department of Industrial Relations of the State of California has ascertained the general prevailing rate of wages applicable to the work to be done under contract for public improvement. The Contractor will be required to pay to all those employed on the project sums not less than the sums set forth in the documents entitled "General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773, 1773.1 and 1776."

A copy of said documents is on file and may be inspected in the office of the Director of Public Works. The Contractor shall post a copy of the prevailing wage rates at each job site.

This is a federally-assisted construction contract. Federal Labor Standards Provisions, including prevailing wage requirements of the Davis-Bacon and Related Acts will be enforced. A copy of the Federal Wage Decision applicable to this project is included in the Bid Document.

This project is a public work project in the State of California, funded in whole or in part with public funds. Therefore, the higher of the two applicable prevailing wage rates, federal or state, will be enforced. The Contractor's duty to pay State prevailing wages can be found under Labor Code Section 1770 et seq. Labor Code Sections 1775 and 1777.7 outline the penalties for failure to pay prevailing wages and to employ apprentices, including forfeitures and debarment. The State Wage Decision is on file at the City Clerk's office, and is also available online at <http://www.dir.ca.gov/dlsr/>.

#### **6. PENALTIES**

The Contractor shall comply with the provisions of California Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the Agency, forfeit not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by Contractor or by any subcontractor.

## **7. WORKING HOURS**

The Contractor shall forfeit, as penalty to the City, the sum of twenty-five (\$25.00) dollars for each worker employed in the execution of the contract by Contractor or by any subcontractor under him for each calendar day during which such worker is required or permitted to work more than forty (40) hours in any one calendar week, in violation of the provisions of Article 3, Chapter 1, Part 7, Division 1 of the Labor Code (Section 1810 et. seq.)

## **8. APPRENTICES**

Apprenticeship Program: Attention is directed to Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code and Title 8, California Administrative code section 200 et seq. to ensure compliance and complete understanding of the law regarding apprentices.

Attention is directed to the provisions of Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under Contractor. It shall be Contractor's responsibility to ensure that all persons shall comply with the requirements of said sections in the employment of apprentices.

Information relative to apprenticeship standards and administration of the apprenticeship program may be obtained from the Department of Industrial Relations, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

## **9. LICENSE OF CONTRACTORS**

Only a Contractor licensed in accordance with the provisions of Chapter 9, Division 3, of the Business and Professions Code shall be permitted to enter into a contract with the City for any public improvements.

## **10. PERMITS AND LICENSES**

The Contractor shall procure all permits and licenses, (including a Rancho Palos Verdes business license), pay all charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the work.

## **11. PATENTS**

The Contractor shall assume all responsibility arising from the use of any patented, or allegedly patented materials, equipment, devices or processes used on or incorporated in the work, and shall defend, indemnify, and hold harmless the City, and each of its officers, agents, and employees from and against any and all liabilities, demands, claims, damages, losses, costs, and expenses, of whatsoever kind or nature, arising from such use.

## **12. INDEMNITY**

The Contractor agrees to indemnify and hold harmless the City and others and to waive

subrogation as set forth in the Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution executed concurrently herewith, a copy of which is attached hereto and incorporated herein by this reference.

### **13. NOTICE**

The address given in the Contractor's proposal is the place to which all notices to the Contractor shall be mailed or delivered. The mailing to or delivering at the above named place of any notice shall be deemed sufficient service thereof upon the Contractor, and the date of that service shall be the date of such mailing or delivery. Such address may be changed at any time by written notice signed by the Contractor and delivered to the Director of Public Works.

### **14. CONTRACTOR'S RESPONSIBILITY FOR WORK**

Until the final acceptance of the work by the City, by written action of the Director of Public Works, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part of the work by the action of the elements or any other cause. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the work occasioned by any cause before its completion and acceptance and shall bear the expense thereof, except for such injuries or damages arising from the sole negligence of willful misconduct of the City, its officers, agents or employees. In the case of suspension of work from any cause whatever, the Contractor shall be responsible for all materials and the protection of work already completed and shall properly store and protect them if necessary and shall provide suitable drainage and erect temporary structures where necessary.

### **15. MAINTENANCE AND GUARANTEE**

- (a) The Contractor hereby guarantees that the entire work constructed by Contractor under the contract will meet fully all requirements as to quality of workmanship and materials. The Contractor hereby agrees to make at Contractor's own expense any repairs or replacements made necessary by defects in materials or workmanship that become evident within one (1) year after the date of the City's acceptance of the entire project, which is when the City Council directs staff to file a Notice of Completion, and to restore to full compliance with the requirements of these specifications, including any test requirements set forth herein for any part of the project or work constructed hereunder, which during said one (1) year period is found to be deficient with respect to any provisions of the specifications. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for the same from the Director of Public Works. The Contractor and Contractor's sureties shall be liable to the City for the cost thereof.
- (b) The guarantees and agreements set forth in subsection (a) shall be secured by a surety bond which shall be delivered by the Contractor to the City

before the City's acceptance of the project. Said bond shall be in the form approved by the City Attorney and executed by a surety company or companies admitted in the State of California and satisfactory to the City, in the amount of 100 percent of the contract. Said bond shall remain in force for a period of one (1) year after the date that the City accepts the project. Alternatively, the Contractor may provide for the Faithful Performance Bond furnished under the contract to remain in force and effect for said amount until the expiration of said one (1) year period. If the Contractor wishes to pursue the option of extending the Faithful Performance Bond for an additional one (1) year period in lieu of a separate surety bond, the Contractor shall provide written evidence from the surety of such Faithful Performance Bond extension before the City's acceptance of the project. Delivery of the one-year surety bond or proof of Faithful Performance Bond extension shall be a condition precedent to the City Council's approval of the Notice of Completion.

## **16. COOPERATION**

The Contractor is hereby notified that additional work within the work site may be scheduled during the course of this contract.

The Contractor shall cooperate with these and other projects in accordance with Sections 5-6 and 7-7 of the Standard Specifications.

Compensation for compliance shall be included in the various items of work, and no additional compensation shall be allowed therefor.

## **C. PROSECUTION AND PROGRESS OF THE WORK**

### **1. WORK SCHEDULE**

Prior to the Notice to Proceed, the Contractor shall submit a work schedule to the Director of Public Works or his authorized representative for approval. Said schedule must show the dates of the expected start and completion of the various items of the contract work. This schedule will be used as a controlling document throughout the construction period.

### **2. SUBLETTING AND ASSIGNMENT**

The Contractor shall give Contractor's personal attention to the fulfillment of the contract and shall keep the work under Contractor's control. The Contractor shall not assign, transfer nor sublet any part of the work without the written consent of the City by the Director of Public Works or his authorized representative and of the surety of the Contractor's bond, and such consent of Surety, together with a copy of the subcontract, shall be filed with the Director of Public Works. No assignment, transfer or subletting, even though consented to, shall relieve the Contractor of Contractor's liabilities under the contract. Subcontractors shall not be recognized as such, and all persons engaged in the project will be considered as employees of the Contractor, their work being subject to the

provisions of the contract and the specifications. Should any subcontractor fail to perform the work undertaken by him to the satisfaction of the Director of Public Works or his authorized representative, said subcontractor shall be removed immediately from the project upon request by the Director of Public Works, shall not again be employed on the work, and the Contractor shall be held liable for the deficient work. The Contractor shall submit to the City a list with the names, addresses and telephone numbers of all subcontractors who will work under Contractor.

### **3. CHARACTER OF WORKERS**

The Contractor shall employ none but competent foremen, laborers and mechanics. Any overseer, superintendent, laborer or other person employed on the work by the Contractor who is intemperate, incompetent, troublesome or otherwise undesirable, or who fails or refuses to perform the work in the manner specified herein, shall be removed from jobsite immediately and such person shall not again be employed on the work.

### **4. AGENTS OR FOREMAN**

In the absence of the Contractor from the site of the project, even if such is only of a temporary duration, Contractor must provide and leave at the site a competent and reliable English-speaking agent or foreman in charge. All notices, communications, orders or instructions given, sent to, or served upon, such agent or foreman by the Director of Public Works shall be considered as having been served upon the Contractor.

### **5. TEMPORARY STOPPAGE OF CONSTRUCTION ACTIVITIES**

The Director of Public Works shall have the authority to suspend the contract work, wholly or in part, for such a period of time as the Director may deem necessary, due to unsuitable weather, or to such other conditions as the Director considers unfavorable for the proper prosecution of the work, or for such time as the Director may deem necessary due to failure on the part of the Contractor or Contractor's workers to carry out orders or to perform any of the requirements of the contract. The Contractor shall immediately comply with such an order from the Director of Public Works and shall not resume operations until so ordered in writing.

### **6. TIME OF COMPLETION AND LIQUIDATED DAMAGES**

If all the contract work is not completed in all parts and requirements within the time specified in the contract documents, the City shall have the right to grant or deny an extension of time for completion, as may seem best to serve the interest of the City. The Contractor shall not be assessed with liquidated damages during any delay in the completion of the work caused by acts of God or of the Public Enemy, acts of the State, fire not due to acts of contractors, of subcontractors, floods, epidemics, quarantine, restrictions, strikes, freight embargo or unusually severe weather, delays of subcontractors due to such causes, or work suspensions directed by the Director of Public Works or his authorized representative provided that the Contractor shall, within ten (10) days from the beginning of such delay, notify the City, in writing, of the cause of the delay. The City will ascertain the facts and the extent of the delay, if any, and the finding



thereon shall be final and conclusive. If the City deems it appropriate to assess the contractor liquidated damages, such damages shall be in the amount specified in this bid documents.

## **7. SUSPENSION OF CONTRACT**

If at any time, in the opinion of the Director of Public Works, the Contractor fails to supply an adequate working force, manufactured articles, or material of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in any by the terms of the contract, notice thereof in writing will be served upon Contractor, and should Contractor neglect or refuse to provide means for a satisfactory compliance with the contract within the time specified in said notice and as directed by the Director of Public Works, the Director of Public Works shall have the power to suspend the operation of the contract and discontinue all work or any part thereof, subject to review by the City Council. Thereupon the Contractor shall discontinue such work, or such part thereof as the City may designate, and the City may thereupon, by contract or otherwise, as it may determine, complete the work or such part thereof, and charge the entire expense of so completing the work or any part thereof to the Contractor, and for such completion the City itself or its Contractors may take possession of and use, or cause to be used in the completion of the work, or any part thereof, any such materials, implements and tools of every description as may be found at the place of such work. All expenses charged under this paragraph shall be deducted and paid for by the City out of any moneys then due or to become due the Contractor under the contract, or any part thereof, and in such accounting the City shall not be held to obtain the lowest figure for the work for completing the contract, or any part thereof, or for ensuring its proper completion, but all sums paid therefor shall be charged to the Contractor. In case the expenses so charged are less than sum which would have been payable under the contract, if the same had been completed by the Contractor, the Contractor shall be entitled to receive the difference, and in case such expense shall exceed the amount payable under the contract, then the Contractor shall pay the amount of the excess to the City, upon completion of the work, without further demand being made therefor. In the determination of the question as to whether or not there has been any such noncompliance with the contract as to warrant the suspension or annulment thereof, the decision of the City Council shall be binding on all parties to the contract.

## **D. MEASUREMENT AND PAYMENT**

### **1. MEASUREMENT AND PAYMENT**

Measure of the quantities of work and payments therefor shall be in accordance with Section 9 of the Standard Specifications. In accordance with Subsection 9-3.2 of the Standard Specifications, the monthly payment date shall be the last calendar day of each month. A measurement of work performed and a progress estimate of the value thereof based on the contract and of the monthly payment shall be prepared by the Contractor and submitted to the Director of Public Works or his authorized representative before the tenth day of the following month for verification and payment consideration. A five percent (5%) retention shall be withheld from each payment.

## **2. FINAL INVOICE AND PAYMENT**

Whenever in the opinion of the Director of Public Works, the Contractor shall have completely performed the contract, the Director of Public Works or his authorized representative shall notify the City Clerk that the contract has been completed in its entirety. The Contractor shall then submit to the Director of Public Works or his authorized representative for approval, a written statement of the final quantities of contract items for inclusion in the final invoice. Upon receipt of such statement, the Director of Public Works or his authorized representative shall check the quantities included therein and shall authorize the Contractor to submit an invoice which in the Director of Public Works' opinion shall be just and fair, covering the amount and value of the total amount of work done by the Contractor, less five percent (5%) of the total work done. The Director of Public Works shall then request that the City accept the work and that the City Clerk be authorized to file, on behalf of the City in the office of the Los Angeles County Recorder, a Notice of Completion of the work herein agreed to be done by the Contractor.

On the expiration of thirty-five (35) days after the date of recording the Notice of Completion, the City shall pay to the Contractor the amount remaining after deducting from the amount of value stated in the invoice all prior payments to the Contractor and all amounts to be kept and retained under the provisions of the contract, and shall release the Faithful Performance Bond and Labor and Material Bond.

The Contractor may, at Contractor's sole cost and expense, substitute securities equivalent to any monies withheld by the Owner as provided in California Public Contract Code Section 22300. No such substitution shall be accepted until all documents related to such substitution are reviewed and found acceptable by the Owner's attorney.

## **3. EXTRA WORK**

Extra work, when ordered in writing by the Director of Public Works or his authorized representative and accepted by the Contractor, shall be paid for under a written work order in accordance with the terms therein provided. Payment for extra work will be made at the unit price or lump sum previously agreed upon between the Contractor and the Director of Public Works. All extra work shall be adjusted daily upon report sheets prepared for the Director of Public Works or his authorized representative, furnished by the Contractor, and signed by both parties, and said daily report shall be considered thereafter the true records of extra work done.

The first sentence of Subsection 3-3.2.2.2 Basis for Establishing Costs, (a) Labor, of the Standard Specifications, is hereby deleted and replaced with the following:

The costs of labor will be the actual cost of wages of workers performing the extra work at the time the extra work is done, plus the applicable labor surcharge as set forth in the California Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates," which is in effect on the date upon which the work is accomplished, as well as assessments or benefits required by lawful collective bargaining

agreements.

#### **4. UNPAID CLAIMS**

If upon or before the completion of the work herein agreed to be performed or at any time prior to the expiration of the period within which claims of lien may be filed for record as prescribed by the Code of Civil Procedure of the State of California, any person or persons claiming to have performed any labor or furnished any materials, supplies or services towards the performance of completion of this contract or if they have agreed to do so, shall file with the City a verified statement of such claim, or if any person shall bring against the City or any of its agents any action to enforce such claim, the City shall until the discharge thereof, withhold from the moneys that are under its control, as much as shall be sufficient to satisfy and discharge the amount in such notice or under such action claimed to be due, together with the cost thereof; provided, that if the City shall in its discretion permit the Contractor to file such additional bond as is authorized by the Code of Civil Procedure in a penal sum equal to one and one-quarter times the amount of said claim, said money shall not thereafter be withheld on account of such claim.

#### **5. ACCEPTANCE**

The parties agree that no certificate given shall be conclusive evidence of the faithful performance of the contract, either in whole or in part, and that no payment shall be construed to be in acceptance of any defective work or improper materials. Further, the certificate or final payment shall not terminate the Contractor's obligations under the warranty here in above. The Contractor agrees that payment of the amount due under the contract and the adjustments and payments due for any work done in accordance with any alterations of the same, shall release the City, the City Council and its officers and employees from any and all claims or liability on account of work performed under the contract or any alteration thereof.

### **E. CONTROL OF WORK**

#### **1. AUTHORITY OF THE DIRECTOR OF PUBLIC WORKS**

The Director of Public Works shall decide any and all questions that may arise as to the quality and acceptability of materials furnished and work performed as to the manner of performance and rate of progress of the work, and any and all questions, which may arise as to the interpretation of the plans and specifications. The Director of Public Works shall likewise decide any and all questions as to the acceptable fulfillment of the contract on the part of the Contractor, and all questions as to claims and compensations. The decision of the Director of Public Works shall be final, and he shall have relative authority to enforce and make effective such decisions and actions as the Contractor fails to carry out promptly.

For the purposes of routine and normal supervision and coordination of work, the Director of Public Works is the City's authorized representative for all work within the scope of this agreement.

## **2. CONFORMITY WITH PLANS AND ALLOWABLE VARIATION**

Finished surfaces shall in all cases conform to the lines, grades, cross-sections and dimensions shown on the plans. Minor deviations from approved plans, whenever required by the exigencies of construction, shall be determined in all cases by the Director of Public Works and authorized in writing. All such deviation shall be recorded on "as-built" plans and submitted to the Director of Public Works or his authorized representative, upon project completion.

## **3. PROGRESS OF THE WORK**

The Contractor's working days shall begin on the date stated in the Notice To Proceed, which will be issued following the scheduling conference. The Contractor shall diligently prosecute the work to completion before the expiration of the time limit appearing in the specifications.

## **4. SAMPLES**

The Contractor shall furnish all products and materials required to complete the work. All materials and products must be of the specified quality and fully equal to samples, when samples are required. Whenever required, the Contractor shall submit to the Director of Public Works or his authorized representative for test, and free of charge, samples of any one of the materials or products proposed to be used in the work. Said samples shall be delivered by the Contractor to the place within the City designated by the Director of Public Works. Rejected materials must be immediately removed from the work by the Contractor and shall not be brought back to the site.

## **5. TRADE NAMES AND ALTERNATIVES**

For convenience in designation on the plans or in the specifications, certain equipment or articles or materials to be incorporated in the work may be designated under a trade name of manufacturer and the catalog information. The use of an alternative equipment or an article or equipment which is of equal quality and of the required characteristics for the purpose intended will be permitted, subject to the approval of the Director of Public Works or his authorized representative, in accordance with the following required by Section 3400 of the Public Contract Code of the State of California:

The burden of proof as to the comparative quality and suitability of alternative equipment or articles or materials shall be upon the Contractor, and Contractor shall furnish, at Contractor's own expense, all information necessary or related thereto as required by the Director of Public Works or his authorized representative. The Director of Public Works shall be the sole judge as to the comparative quality and suitability of alternative equipment or articles or materials and the Director's decision shall be final. All requests for substitution shall be submitted, together with all documentation necessary for the Director to determine equality, within 20 days following the award of the contract.

**6. PROTECTION OF WORK**

The Contractor shall continuously maintain adequate protection of all Contractor's work from damage, and the City will not be held responsible for the care or protection of any material, equipment or parts of work, except as expressly provided for in the specifications.

**7. CONFLICT OF TERMS**

The notice to bidders, proposal, plans, specifications and General Provisions are essential parts of the contract for a given project. These documents, together with the necessary bonds and bidder's guarantee, constitute the contract as defined herein, and a requirement included in one document shall be as binding as though included in all, as they are intended to be cooperative and to provide a description of the work to be done. Should there be any conflict or discrepancy between terms used, then the specifications shall govern over plans, and change orders and supplemental agreements shall govern over any other contract document.

**8. INTERPRETATION OF PLANS AND SPECIFICATIONS**

Should it appear that the work to be done, or any matter relative thereto, is not sufficiently detailed or explained on the plans or in the specifications, the Contractor shall request the Director of Public Works or his authorized representative for such further explanation as may be necessary, and shall conform to such explanation or interpretation as part of the contract, so far as may be consistent with the intent of the original specifications. In the event or doubt of questions relative to the true meaning of the specifications, reference shall be made to the City Council, whose decision thereon shall be final.

**9. INCREASES AND DECREASES OF THE WORK TO BE DONE**

The City reserves the right to increase or decrease the quantity of any item or portion of the work described on the plans, the specifications or the proposal form or to omit portions of the work so described, as may be deemed necessary or expedient by the Director of Public Works and the Contractor shall agree not to claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease or omission of any kind of work to be done.

**10. ALTERATIONS OF THE WORK TO BE DONE**

By mutual consent of the parties signatory to the contract, alterations, modifications or deviations from the type of work may be described on the plans, specifications or on the proposal form may be made without in any way making the contract void. The price to be paid by the City to the Contractor for such altered or modified work shall be agreed upon in writing, endorsed upon the original contract and signed by the proper parties to said contract.

Whenever, during the progress of the work, such changes or modifications are deemed

necessary by the Director of Public Works and agreed upon, as aforesaid, said deviations shall be considered and treated as though originally contracted for, and shall be subject to all the terms, conditions and provisions of the original contract.

#### **11. EXTRA WORK**

New and unforeseen work will be classed as extra work only when said work is not covered and cannot be paid for under any of the various items or combination of items for which a bid price appears on the proposal form. The Contractor shall not do any extra work except upon written order from the Director of Public Works or his authorized representative. Compensation for such extra work shall be previously agreed upon in writing between the Contractor and the Director of Public Works or his authorized representative.

#### **12. PUBLIC UTILITIES**

- (a) All of the existing utility facilities except those to be relocated as shown on the plans will remain in place and the Contractor will be required to work around said facilities. In case it should be necessary to remove the property of a public utility or franchise, such owner will, upon proper application by the Contractor, be notified by the Director of Public Works or his authorized representative to move such property within a reasonable time, and the Contractor shall not interfere with said property until after the expiration of the time specified. The right is reserved to the owners of public utilities or franchises to enter upon the project site for the purpose of making repairs or changes in their property, which may be necessary as a result of the work. The Contractor shall also schedule and allow adequate time for those relocations or modifications necessary for the project by the respective utility owners. Employees and agents of the City shall likewise have the privilege of entering upon the street for the purpose of making any necessary repairs or replacements.
- (b) The Contractor shall employ and use only qualified persons, as hereinafter defined, to work in proximity to Southern California Edison secondary, primary and transition facilities. The term "qualified person" shall mean one, who by reason of experience or instruction, is familiar with the operation to be performed and the hazards involved, as more specifically defined in Section 2700 of Title 8 of the California Administrative Code. The Contractor shall take such steps as are necessary to assure compliance by any subcontractors.

#### **13. PROCEDURE IN CASE OF DAMAGE TO PUBLIC PROPERTY**

Any portions of curb, gutter, sidewalk or any other City improvement damaged by the Contractor during the course of construction shall be replaced by the Contractor at Contractor's own cost, free of charges to the City. The cost of additional replacement of curb, gutter or sidewalk in excess of the estimated quantities shown in the proposal form

and specifications, and found necessary during the process of construction, (but not due to damage resulting from carelessness on the part of the Contractor during Contractor's operation), shall be paid to the Contractor at the unit prices submitted in his bid.

**14. REMOVAL OF INTERFERING OBSTRUCTIONS**

The Contractor shall remove and dispose of all debris, abandoned structures, tree roots and obstructions of any character met during the process of excavation, it is understood that the cost of said removals are made a part of the unit price bid to the Contractor under the item for Clearing and Grubbing.

**15. QUALITY OF MATERIAL**

Materials shall be new, and of specified kind and quality, and fully equal to samples when samples are required. When the quality or kind of material or articles shown required under the contract is not particularly specified, the Contractor shall estimate that the City will require articles and materials representing the best of their class or kind or at least equal to the class or quality of similar articles, existing articles or materials when specified. Materials shall be furnished in such quantities and kinds and at such times as to ensure uninterrupted progress for the work. They shall be stored properly and protected as required. The Contractor shall be entirely responsible for damage or loss by weather or any other cause.

**16. REMOVAL OF DEFECTIVE OR UNAUTHORIZED WORK**

It is the intent of the specifications that only first-class work, materials and workmanship will be acceptable. All work which is defective in its construction or deficient in any of the requirements of the specifications shall be remedied, or removed and replaced by the Contractor in an acceptable manner, and no compensation will be allowed for such correction. Any work done beyond the lines shown on the plans or established by the Director of Public Works or his authorized representative, or any extra work done without written authority will be considered as unauthorized and will not be paid for. Upon failure on the part of the Contractor to comply forthwith with any order of the Director of Public Works made under the provisions of this paragraph, the Director of Public Works shall have authority to cause defective work to be remedied or removed and replaced, and unauthorized work to be removed, and to deduct the costs thereof from any moneys due or to become due the Contractor. If the work is found to be in compliance with these specifications, the Director of Public Works will furnish the Contractor with a certificate to that effect.

**17. SUPERVISION**

All manufactured products, materials and appliances used and installed and all details of the work shall at all times be subject to the supervision, test and approval of the Director of Public Works or his authorized representatives. The Director of Public Works or his authorized representatives shall have access to the work at all times during construction, and shall be furnished with every reasonable facility for securing full knowledge with regard to the progress, workmanship and character of the materials used or employed in

the work.

Whenever the Contractor varies the period during which work is carried on each day, he shall give adequate notice to the Director of Public Works or his authorized representative so that proper inspection may be provided. Any work done in the absence of the Director of Public Works or the Director of Public Works' agent will be subject to rejection. The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill the contract as prescribed. Defective work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work and unsuitable materials have previously been accepted or estimated for payment.

The Contractor shall prosecute work on any State highway or with any railroad right-of-way only in the presence of an inspector representing the State Division of Highways or the railroad company, and any work done in the absence of such inspectors will be subject to rejection. The Contractor shall make the appropriate notification according to the instructions given on the State Encroachment Permit or railroad permit for all inspections, and shall post all bonds and certificates required by the permit. The permit shall be acquired by the Contractor at the Contractor's expense. The Contractor shall pay for all testing and inspections required by a State Encroachment Permit or railroad permit.

#### **18. SOIL COMPACTION TESTING**

Any soil compaction testing, geotechnical observation and certification shall be provided by a Geotechnical Testing Company and paid for by the City.

#### **19. PRESERVATION OF PROPERTY**

Existing improvements in areas adjoining the property whereon demolition and removal is being performed shall be protected from injury or damage resulting from operations of the Contractor and the Contractor shall be responsible for such damage. In like manner any building, structure, tree, shrub, or other item designated for preservation on the property where demolition and removal is being performed shall be similarly protected and preserved. When necessary, roots of trees to be preserved must be pruned in an acceptable manner to maximize the probability of recovery of the said tree.

#### **20. DUST CONTROL**

The Contractor shall provide such dust laying equipment and methods as may be required to protect adjacent property from annoyance or damage from dust caused by his operations, and failure to control such dust shall be cause for the Director of Public Works or his authorized representative to stop the work until said dust is controlled, and the Contractor shall have no recourse to collect from the City for any loss of time or expense sustained by him due to such suspension of work.

The contractor shall clean all areas affected by his/her work in a manner which is acceptable by the Director of the Public Work or his/her designee. If the City is not satisfied with the cleaning work, the city may urgently hire another cleaning crew to



clean the area and back charge the contractor for all cost incurred to the City including City staff time.

**21. SELECTED MATERIALS**

Existing materials excavated within the project limits that meet the specifications for trench backfill, topsoil, or other selected materials may be used to fulfill all or a portion of the requirements for such materials. No additional compensation will be allowed for excavation, stockpiling, overhaul, or placing selected materials encountered in the excavation.

**22. SURPLUS MATERIALS**

The Contractor shall furnish written consent from the owner of the property where it is intended to dispose of the surplus material. Surplus excavation shall become the property of the Contractor.

**23. CLEAN UP**

During all phases of construction, the Contractor shall maintain a clean work site; the Contractor shall be responsible for the removal and disposal of all concrete, asphalt, tree roots, and any other debris resulting from the work performed on a daily basis. Full compensation for clean-up shall be considered as included in the prices for the various contract items and/or per the SWPPP lump sum bid item as appropriate.

**24. EQUIPMENT REQUIREMENTS**

The Contractor shall provide a lead car with a "Wide Load" warning sign to lead the movement of any equipment exceeding 7 feet in maximum horizontal dimension over any street to the location of the scheduled work site. Equipment will be subject to a fine of one hundred dollars for each violation as determined by the Director of Public Works or his authorized representative. Any other violations shall be subject to the vehicle code of the State of California. Full compensation for the cost of furnishing the lead vehicles and adhering to the requirements of this section shall be considered as included in the prices for the various contract items of work, and no additional compensation will be allowed therefor.

**25. PROTECTION OF WORK AND PUBLIC**

The Contractor shall take all necessary measures to protect work and prevent accidents during any and all phases of the work. The Contractor shall repair all damaged parts of the project as a result of vandalism (i.e., vehicle tracks, footprints, writing, etc.) and will respond to alleged damage to private property and/or vehicles within twenty four (24) hours of notification. If deemed necessary by the City, the Contractor shall repair the defective area in accordance with these Special Provisions.

## **26. SPRINKLER SYSTEMS & LANDSCAPING**

Any sprinkler system damaged during the Contract shall be repaired by the Contractor at no additional cost within 24 hours of notification. All damaged sprinkler and irrigation parts shall be replaced in-kind. If repair is not completed within said limit, the City shall have the authority to complete such work and deduct cost plus 20 percent administration thereof from any moneys due or to become due to the Contractor. Furthermore, a penalty of \$500 per day shall be applied for each day beyond the 24-hour period that the damaged irrigation system has not been repaired to function properly (as determined by the City's inspector).

## **27. CONTRACTOR'S SUPERINTENDENT AND PROJECT MANAGER**

The Contractor shall designate in writing and keep on the work at all times during its process a competent, full-time, technically qualified superintendent, who shall not be replaced without written notice to the Director of Public Works or his authorized representative except under extraordinary circumstances. The Contractor's superintendent shall be present at the site of the work at all times while work is in progress. The Superintendent's sole duties shall be to supervise a full work crew and coordinate activities pertaining to any work performed by the Contractor or its subcontractors, including traffic control and public notifications. Failure to observe this requirement shall be considered as suspension of the work by the Contractor until such time as such superintendent is again present at the site. The Director of Public Works or his authorized representative shall have the right, at any time, to direct a change in the Contractor's superintendent, if the performance is unsatisfactory, as determined by the Director of Public Works or his authorized representative, in its sole discretion.

The Contractor shall designate in writing and keep on the work at all times during its process a competent, full-time, technically qualified project manager, who shall not be replaced without written notice to the Director of Public Works or his authorized representative except under extraordinary circumstances. The Contractor's project manager shall be responsible for overall administration and coordination of the work including, but not limited to processing of schedules, discussion of change orders and extra work and coordination and distribution of the Daily Reports. The Director of Public Works or his authorized representative shall have the right, at any time, to direct a change in the Contractor's project manager, if the performance is unsatisfactory, as determined by the Director of Public Works or his authorized representative, in its sole discretion.

The Contractor's superintendent shall have a working multi frequency two-way radio with adequate range for City-wide communication on him/her at all times during the course of the project. The Contractor shall provide to the City's Construction Observers, a small portable working, multi frequency two-way radio compatible for communication with that of the Contractor's Superintendent's communication device and a charger. The Contractor shall also provide to each of the City's Construction Observers a portable cellular telephone, two cell telephone batteries and charger and pay for service for the duration of the project. The Contractor shall only choose a carrier that has adequate coverage in the area. All telephone calls will only be project related. Failure to observe

this requirement shall be considered as suspension of the work by the Contractor until such time as said radio communication is re-established. The cost for furnishing radios and phones shall be considered as included in the bid price paid for the various contract items of work, no additional compensation will be made therefor. Said radios and cellular telephones will be returned to the Contractor after the completion of the project. The City will endeavor to safeguard the Contractor's communication devices but assumes no responsibility or liability for any possible damage to the cellular telephones or radios.

## **28. WORK AFTER REGULAR HOURS**

No work shall be performed after regular working hours, or work in excess of 8 hours a day, or on Saturday, Sunday, or any legal holiday and if approved by the City, the Contractor shall pay the City any additional cost incurred by the City as a result of such work.

Any of the additional costs incurred by the City due to after hours work by the Contractor will be deducted from any monies due or to become due to the Contractor.

## **29. CONTRACTOR'S DAILY REPORTS**

The Contractor shall complete consecutively numbered legible daily reports indicating the number of people working, their names, a narrative description of work performed, the individual locations of the work, serviceable major equipment in use, serviceable major equipment idled, serviceable major equipment down for repairs, sub-contractors working at site, weather conditions, temperature, start time, finish time, and the date. The Contractor's Superintendent shall sign each report. The daily report shall be completed on forms prepared by the Contractor and acceptable to the Director of Public Works or his authorized representative. No progress payments will be processed or made to the Contractor unless all daily reports are completed to the date of submittal of application for payment.

## **30. REQUEST FOR WORKING DAYS**

The Contractor shall notify the Director of Public Works or his authorized representative separately in writing within 7 calendar days after the occurrence of a delay, when the Contractor believes that it is entitled to an additional working day per any day the Contractor is prevented from working at the beginning of the workday, for cause defined in Section 6-6.1 of the Standard Specifications, or any day the Contractor is prevented from working during the first 5 hours with at least 60 percent of the normal work force for cause as defined in Section 6-6.1 of the Standard Specifications. The Contractor's failure to give written notice in the time period specified above shall constitute a waiver of all claims for an additional work day, whether direct or consequential in nature and that day will be counted as a working day. Upon receipt of the Contractor's written request, the Director of Public Works or his authorized representative will then make a determination of whether the day or days the Contractor is requesting shall be counted as working days.

### **31. DEFECTIVE MATERIALS**

All materials not conforming to the requirements of these specifications shall be considered as defective and all such materials shall be removed immediately from the site of the work unless otherwise permitted by the Director of Public Works or his authorized representative. Upon failure on the part of the Contractor to comply with any order by the Director of Public Works or his authorized representative made under the provisions of this article, the Director of Public Works shall have the authority to remove and replace defective material and to deduct the cost of removal and replacement from any moneys due or to become due to the Contractor.

### **32. SOUND AND VIBRATION CONTROL REQUIREMENTS**

The Contractor shall comply with all local sound control and noise level rules, regulations and ordinances. No internal combustion engine shall operate on the project without a muffler of the type recommended by the manufacturer. Should any muffler or other control device sustain damage, the Contractor shall promptly remove the equipment and shall not return said equipment to the job until the device is repaired or replaced. Said noise and vibration level requirements shall apply to all equipment on the job or related to the job, including, but not limited to truck, transit mixers or transit equipment that may or may not be owned by the Contractor.

### **33. AIR POLLUTION CONTROL**

Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes. All containers of paint, thinner, curing compound, solvent or liquid asphalt shall be labeled to indicate the contents, fully complying with the applicable material requirements.

### **34. FINAL CLEAN UP**

Upon completion of the project and before making application to the Director of Public Works or his authorized representative for acceptance of the work, the Contractor shall clean all the streets and ground occupied by Contractor in connection with the project, of all rubbish, debris, excess material, temporary structures and equipment, leaving the entire site of the work in a neat and presentable condition. This clean-up by the Contractor shall include removal of all USA dig-alert markings and construction markings of all kinds by power-washing or other method approved by the Director of Public Works, or his authorized representative. Painting over the USA dig-alert markings is not considered an acceptable method of removal.

A list of final punchlist items shall be provided to the Contractor by the City. Upon Contractor's receipt of this final punchlist, the Contractor shall have 14 calendar days to complete all items on the punchlist. PENALTIES FOR NONCOMPLIANCE : \$500 for each day after the 20-calendar-day period that there are still remaining punchlist items to be completed by the Contractor.

### **35. CONTRACTOR'S REQUEST FOR FINAL INSPECTION**

When the Contractor believes all the contract work is complete in all parts and requirements, the Contractor will notify the Director of Public Works or his authorized representative in writing through a certificate of completion form, which will be provided to the Contractor at the pre-construction conference.

After the City receives the Contractor's certificate of completion, the Director of Public Works or his authorized representative will review the Contractor's work for substantial performance with the contract documents. If the Director of Public Works or his authorized representative deems the work substantially performed, the Public Works Director will prepare a list of any minor remaining items of work to be completed. The Contractor shall complete all work on the list to the satisfaction of the Director of Public Works or his authorized representative within 30 calendar days after the date of the list or the Contractor waives any and all claims to all monies withheld by the City under the Contract to cover the value of all such uncompleted or uncorrected items, including any additional engineering, administration, or inspection costs. If the work was not substantially performed, working days will continue to accrue against the Contractor.

### **36. RESOLUTION OF PUBLIC WORKS CLAIMS**

This contract is subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the California Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by the contractor, for the response to such claims by the contracting public agency, for a mandatory meet and confer conference upon the request of the contractor, for mandatory judicial arbitration upon the failure to resolve the dispute through mediation. This contract hereby incorporates the provisions of Article 1.5 as through fully set forth herein.

This contract is also subject to Public Contract Code Section 9204, which establishes procedures for claims and responses to claims made by a contractor in connection with a public works project.

### **37. TRENCHES AND EXCAVATIONS**

In accordance with Public Contract Code Section 7104, whenever the digging of trenches or other excavations extend deeper than 4 feet below the surface, the Contractor shall promptly, and before the following conditions are disturbed, notify the City in writing of any: 1) Material that the Contractor believed may be material that is hazardous waste, as defined in Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; 2) Subsurface or latent physical conditions at the site differing from those indicated; or 3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract. The City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste

and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work, the City shall issue a change order under the procedures described in the Contract. In the unlikely event that a dispute arises between the City and the Contractor regarding whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract.

The Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties. Where applicable, Contractor shall comply with the trench or excavation permit requirement found in Labor Code Section 6500 and the excavation safety requirements found in Labor Code Section 6705. No excavation shall be left open during the weekends or Holidays.

### **38. CONSTRUCTION & DEMOLITION MATERIALS RECYCLING REQUIREMENTS**

Subsection 7-15 is hereby added to the Standard Specifications:

#### **PART 1 GENERAL**

##### **7-15.1.1 SUMMARY**

- A. This Section includes the following: procedures for ensuring optimal diversion of construction and demolition (C&D) waste materials generated by the Work within the limits of the Construction Schedule and Contract Sum.
1. The Integrated Solid Waste Management Act of 1989 ("AB 939"), requires that localities throughout the state develop source reduction, reuse, recycling, and composting programs to reduce the tonnage of solid waste disposed in landfills by 50%; this requirement may increase in the future. C&D waste materials generated by the Work are targeted to achieve these diversion rates.
  2. A minimum of 50% by weight of the solid wastes generated in the Work shall be diverted from landfill disposal through a combination of reuse, recycling, and composting activities.
  3. This section includes requirements for submittal of C&D Debris Management Plan prior to the commencement of the Work, and during the project, submittal of Contractor's quantitative reports for construction and demolition waste materials generated by the Contractor as a condition of approval of progress payments submitted to the Contracting Officer, and following completion of the project, as a condition of the release of final project retention.

##### **7-15.1.2 DEFINITIONS**

- A. Class III Landfill. A landfill that accepts non-hazardous waste such as household, commercial, and industrial waste, resulting from construction, remodeling, repair, and demolition operations. A Class III landfill must have a solid waste facilities permit from the California Department of Resources Recycling and Recovery (CalRecycle) and is regulated by the Enforcement Agency (EA).
- B. Construction and Demolition Debris/Materials or C&D Debris/Materials. Building materials and solid waste resulting from construction, remodeling, repair, cleanup, or demolition operations that are not hazardous as defined in California Code of Regulations, Title 22, Section 66261.3 et seq. This term includes, but is not limited to, asphalt, concrete, Portland cement, brick, lumber, gypsum wallboard, cardboard and other associated packaging, roofing material, ceramic tile, carpeting, plastic pipe, and steel. The debris may be commingled with rock, soil, tree stumps, and other vegetative matter resulting from land clearing and landscaping for construction or land development projects.
- C. Contracting Officer. The City of Rancho Palos Verdes Director of Public Works or designee.
- D. C&D Recycling Center. A facility that receives only C&D material that has been separated for reuse prior to receipt, in which the residual (disposed) amount of waste in the material is less than 10% of the amount separated for reuse or recycling, by weight.
- E. Disposal. Final deposition of C&D or inert debris into land, including stockpiling onto land of construction and demolition debris that has not been sorted for further processing or resale, if such stockpiling is for a period of time greater than 30 days; and construction and demolition debris that has been sorted for further processing or resale, if such stockpiling is for a period of time greater than one year, or stockpiling onto land of inert debris that is for a period of time greater than one year.
- F. Diversion or Divert. The reuse, recycling or composting of construction and demolition debris to avoid disposal in a landfill.
- G. Enforcement Agency (EA). Enforcement agency as defined in Public Resources Code 40130.
- H. Inert Disposal Facility or Inert Waste Landfill. A disposal facility that accepts only inert waste such as soil and rock, fully cured asphalt paving, uncontaminated concrete (including fiberglass or steel reinforcing rods embedded in the concrete), brick, glass, and ceramics, for land disposal.
- I. Inert Solids or Inert Waste. Non-liquid solid wastes including, but not limited to, soil and concrete that do not contain hazardous waste or soluble pollutants at concentrations in excess of water quality objectives established by a regional Water Board pursuant to Division 7 (Sections 13000, et seq) of the California Water Code and does not contain significant quantities of decomposable solid resources.
- J. Mixed C&D Debris. Loads that include commingled recyclable and non-recyclable C&D

debris generated at the construction site.

- K. Mixed Debris Recycling Facility. A processing facility that accepts loads of solid waste and/or recycling materials for the purpose of recovering reusable, recyclable, and compostable materials and disposing the non-recyclable residual materials.
- L. Recycling. The process of sorting, cleansing, treating and reconstituting materials for the purpose of using the altered form in the manufacture of a new product. Recycling does not include burning, incinerating or thermally destroying solid waste.
- M. Reuse. The use of a material that might otherwise be discarded, in the same or similar form as it was produced.
- N. Separated for Reuse. Materials, including commingled recyclables, that have been separated or kept separate from the solid waste stream for the purpose of additional sorting or processing of those materials for reuse or recycling in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace, and includes materials that have been “source separated.”
- O. Solid Waste. Refer to Public Resources Code Section 40191.
- P. Source-Separated. Materials, including commingled recyclables, that have been separated or kept separate from the solid waste stream at the point of generation, for the purpose of additional sorting or processing of those materials for reuse or recycling in order to return them to the economic mainstream in the form of raw materials for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace.
- Q. Waste Hauler. A company that possesses a valid permit from the City of Rancho Palos Verdes to collect and transport solid wastes from individuals or businesses for the purpose of recycling or disposal.

#### 7-15.1.3 SUBMITTALS (see Appendix for submittal forms and other information)

- A. The C&D Waste Management Plan consists of two submittals: prior to commencement of work (Project Information and Pre-Project Worksheet), and following completion of the project (Post-Project Worksheet). The Contractor may be required to submit interim progress reports during the project.
- B. The C&D Debris Waste Management Plan requirements, resources and forms are contained in the Appendix.
- C. Project Information Form and Pre-Project Information Worksheet (Prior to commencement of work).



1. Prior to commencing the Work, submit the completed Project Information (Form A) and Pre-Project Worksheet (Form B). Submit on forms included in Appendix. Forms A and B must include, but not be limited to, the following information:
  - (a) Contractor's name and project information.
  - (b) Estimated quantities of materials to be generated, diverted and disposed. Review Contract Documents and estimate the types and quantities of materials under the Work that are anticipated to be feasible for on-site processing, or source separation for reuse or recycling. Indicate the procedures that will be implemented to effect jobsite source separation, such as identifying a convenient location where dumpsters would be located, putting signage to identify materials to be placed in dumpsters, etc.
  - (c) Names of haulers and names and locations of re-use, recycling, processing and disposal facilities/sites.
  - (d) Tonnage calculations that demonstrate that Contractor will divert a minimum 50% by weight of the construction and demolition waste materials generated in the Work, and 100% of the landclearing debris.
2. Forms A & B must be approved by the Contracting Officer prior to the Start of Work.
3. Contractor's C&D Debris Waste Management Plan will not otherwise relieve the Contractor of responsibility for adequate and continuing control of pollutants and other environmental protection measures.
4. Requests for exemptions to the diversion requirements must be submitted to the City prior to commencement of Work. Contractor must provide adequate information to support the request for exemption and explanation of why the diversion requirements cannot be achieved. Requests for exemptions will be considered on a case-by-case basis by the City, and a determination will be made to accept or reject the request for an exemption.

**D. C&D Debris Post-Project Summary (After completion of project).**

1. Submit the completed Post-Project Summary (Form C) on the form attached with each application for progress payment. Failure to submit the form and its supporting documentation will render the application for progress payment incomplete and delay progress payments. If applicable, include manifests, weight tickets, receipts, and invoices specifically identifying the processes and/or facilities used for reuse and recycled materials, including but not limited to the following:
  - (a) On-site crushing of asphalt and concrete for use on-site or off-site.

- (b) Reuse of building materials or salvageable items.
- (c) Source separated recycling facilities.
- (d) Mixed debris recycling facilities.
- (e) Recycling of C&D debris, including soils, as landfill alternative daily cover.
- (f) Delivery of soils or mixed inerts to an inert landfill or other use.
- (g) Disposal of soils or other materials at a landfill or transfer station.
- (h) Other (describe).

2. The Post-Project Summary (Form C) must quantify all materials generated in the Work, disposed in Class III Landfills, or diverted from disposal through recycling. Indicate zero (0) if there is no quantity to report for a type of material. Include the following information on the form:

- (a) Indicate project name and address, name of the Contractor completing the Summary Report and compiling backup documentation, the printed name and signature of the person completing the form, and the date that the Post-Project Summary is completed.
- (b) Report disposal or recycling either in tons or in cubic yards. If scales are available at disposal or recycling facility, report in tons; otherwise, report in cubic yards. Report in units for salvage items when no tonnage or cubic yard measurement is feasible.
- (c) Indicate locations to which materials are delivered for reuse, salvage, recycling, accepted as daily cover, inert backfill, or disposal in landfills or transfer stations.
- (d) Provide legible copies of weigh tickets, receipts, or invoices that specifically identify the project generating the material. The documents must be from recyclers and/or disposal site operators that can legally accept the materials for the purpose of reuse, recycling, or disposal.

## PART 2 PRODUCTS

(Not used.)

## PART 3 EXECUTION

### 7-15.3.1 SALVAGE, REUSE, RECYCLING AND PROCEDURES

- A. Identify reuse, salvage, and recycling facilities. Contact your Project Manager for a list of local organizations and companies.

- B. Develop and implement procedures to reuse, salvage, and recycle new construction, demolition, and excavation materials, based on the Contract Documents, the C&D Debris Waste Management Plan, estimated quantities of available materials, and availability of recycling facilities. Procedures may include on-site recycling, source separated recycling, and/or mixed debris recycling efforts.
1. Identify materials that are feasible for salvage, determine requirements for site storage, and transportation of materials to a salvage facility.
  2. Explore the possibility of reusing project job-site inert materials, such as rock, concrete, dirt and aggregate, on-site for road base or other similar uses.
  3. Source separate new construction, excavation and demolition materials including, but not limited to the following types:
    - (a) Asphalt.
    - (b) Concrete, concrete block, slump stone (decorative concrete block), and rocks.
    - (c) Red Clay Brick.
    - (d) Soils.
    - (e) Other materials, as appropriate, such as wood and corrugated cardboard.
  4. Develop and implement a program to transport loads of mixed (commingled) construction and demolition materials that cannot be feasibly source separated to a mixed materials recycling facility.

#### 7-15.3.2 DISPOSAL OPERATIONS AND WASTE HAULING

- A. Legally transport and dispose of materials that cannot be delivered to a source separated or mixed recycling facility to a transfer station or disposal facility that can legally accept the materials for the purpose of disposal.
- B. Use a permitted waste hauler or Contractor's trucking services and personnel. To confirm valid permitted status of waste haulers, contact the City of Rancho Palos Verdes Public Works Department at (310) 544-5245.
- C. Become familiar with the conditions for acceptance of new construction, excavation and demolition materials at recycling facilities, prior to delivering materials.
- D. Legally transport and deliver to facilities that can legally accept new construction, excavation and demolition materials for purpose of re-use, recycling, or composting
- E. Do not burn, bury or otherwise dispose of solid waste on the project job-site.

#### 7-15.3.3 REUSE AND DONATION OPTIONS

- A. Implement a reuse program to the greatest extent feasible. Options for reuse may include, but are not limited to:
1. Los Angeles County Materials Exchange (LACoMax) LACoMAX is a free service provided by the Los Angeles County Department of Public Works, Environmental Programs Division, designed to help residents, businesses, and organizations in Los Angeles County find markets for their industrial by-products, surplus materials, and other would-be discards. All exchanges are coordinated between the parties. The site can be accessed at [www.ladpw.org/epd/lacomax](http://www.ladpw.org/epd/lacomax).
  2. California Materials Exchange (CalMAX) is a free service provided by the State of California, Department of Resources Recycling and Recovery (CalRecycle) that connects businesses, organizations, manufacturers, schools, and individuals with online resources for exchanging materials. The site can be accessed at [www.calrecycle.ca.gov/CalMAX](http://www.calrecycle.ca.gov/CalMAX).
  3. Habitat for Humanity ReStore resale outlets accept donated home improvement goods like furniture, home accessories, building materials and appliances. The materials are sold to the general public. The proceeds help local Habitat affiliates fund the construction of Habitat homes within their communities. Locations of ReStores can be found at: [www.habitat.org/restores](http://www.habitat.org/restores).

#### 7-15.3.4 REVENUE

- A. Revenues or other savings obtained from recycled, re-used, or salvaged materials shall accrue to Contractor unless otherwise noted in the Contract Documents.

## **SECTION II: SPECIAL PROVISIONS**

### **BUS STOP ADA ACCESS IMPROVEMENTS**

#### **A. GENERAL PROJECT INFORMATION**

##### **1. REQUIREMENTS**

All work embraced herein shall be accomplished in accordance with the applicable portions of the “Standard Specifications for Public Works Construction,” the 2012 edition, including all supplements, herein referred to as “Standard Specifications, except as modified by these Special Provisions and the Project Plans.

The U.S. Standard Measures also called U.S. Customary System is the principal measurement system in these specifications and shall be used for construction, unless otherwise stated in the Contract Documents.

In addition to the above, the Contractor shall comply with the requirements of the following:

- (a) Notice Inviting Sealed Bids
- (b) Instructions to Bidders
- (c) Proposal
- (d) Bid Bond
- (e) Information Required of Bidders
- (f) Contract Agreement
- (g) Faithful Performance Bond
- (h) Labor and Material Bond
- (i) Statement Acknowledging Penal and Civil Penalties Concerning the Contractor’s Licensing Laws.

##### **2. DEFINITION OF TERMS**

Wherever in the “Standard Specifications” terms are used, they shall be understood to mean and refer to the following:

Agency	City of Rancho Palos Verdes
Board	City Council, City of Rancho Palos Verdes

Engineer	The Director of Public Works, acting either directly or through the properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.
Special Provisions	All Contract Documents, including the Special and Technical Provisions.

### **3. PROJECT PLANS**

The location of the work, its general nature, extent, form and detail of the various features are shown on the plans and listed as a part of these Specifications

### **4. SCOPE OF WORK**

The general items of work include construction of curb, sidewalk, ADA ramps, AC pavement, bench, grading, landscape and irrigation restoration, wheel stops, excavation, and all other items that are required to complete the work. The work to be done shall include furnishing all materials, equipment, tools, labor, and incidentals as required by the Plans, Specifications, and Contract Documents, in the City of Rancho Palos Verdes, California.

### **5. NOTICE TO PROCEED**

Upon award of this contract and signing the contract documents, the City shall issue the Contractor a Notice to Proceed. Contract period shall commence on the date in the Notice to Proceed. Working days are defined as Monday through Friday, with the exception that no work may take place on the following City holidays:

Memorial Day  
Day before Independence Day  
Independence Day  
Labor Day  
Election Day  
Thanksgiving Day  
Friday after Thanksgiving Day  
December 24 through January 2

In addition, no work will be allowed on any special election day which may be declared. Should a special day be declared, a time extension of one working day will be granted for each day.

The City will not authorize any work to be done under these Specifications before the contract agreement has been fully executed; and any work that is done by the contractor in advance of such time shall be considered as being done at Contractor's own risk and responsibility, and as a consequence will be subject to rejection by not having been done in the presence of the Director of Public Works or Inspector as provided in Section 2-10 of the Standard Specifications.

In the event that the Director of Public Works shall be of the opinion that the work is being inadequately or improperly executed in any respect, he/she may demand that the Contractor improve or change the execution of the work in such manner as to assure proper and timely completion.

## **6. UTILITIES**

It is anticipated that these existing utilities will not interfere with the Contractor's construction operations. However, the Contractor shall exercise due care to ensure that these utility facilities are not damaged during his operations. The Contractor shall notify the following utility companies prior to the beginning of any work:

<b>AGENCY</b>	<b>TELEPHONE NUMBER</b>
City of Rancho Palos Verdes	(310) 544-5252
Southern California Edison Company	(310) 783-1156
Southern California Gas Company	(310) 687-2020
Frontier	(310) 793-4159
California Water Service Company	(310) 541-2438
Cox Communications	(310) 551-5020 x30
EDCO (trash hauler)	(310) 540-2977
LA County Department of Public Works (sewer)	(626) 458-4357
Sanitation District of Los Angeles County	(562) 699-7411 x1205
USA	(800) 227-2600

## **7. STREET CLOSURES**

No closure of any street shall be allowed unless prior written permission is obtained from the Director of Public Works or his authorized representative. If permission to close a street is granted, then the Contractor is required to notify the Engineer in writing at least five (5) working days in advance of street closures, and all emergency services, public transportation services, garbage collections services, and school bus services, and other agencies as determined by Department of Public Works shall be notified by the contractor in writing of the locations, time and date of the closures a minimum four (4) working days in advance of street closures. In case of schedule changes, the emergency services, etc., shall be notified by telephone at least two (2) days in advance of the street closure.

**The Contractor shall maintain access to the City parking lot and as many parking spaces as feasible during construction for the use of City employees and visitors. Contractor shall provide signage directing parking in alternate areas per the Engineer. The Contractor may use the City Yard for staging of equipment, at the approval of the City. City Hall will be open during construction activities. The Contractor shall maintain a clean, orderly, safe environment at all times. The Contractor may dispose of clean soil in the City yard.**

<b>AGENCY</b>	<b>TELEPHONE NUMBER</b>
Peninsula Fire Department #106	(310) 377-9523
Los Angeles County Sheriff's Dept.	(310) 539-1661
Western Waste Industries	(310) 830-7100
MTA (bus)	(213) 626-4455
LA County Fire Department	(310) 830-3361
Los Angeles School District	(818) 997-2455
PV Transit	(310) 544-7108
Peninsula Dial-A-Ride	(310) 544-7108
Waste Management	(800) 669-6580
Postmaster	(310) 377-6833
BFI	(310) 329-4115
Palos Verdes Unified School District	(310) 378-9966
Ivy Rubbish Disposal	(310) 530-2899

## **8. CONFERENCE**

The Contractor shall attend a pre-construction meeting with the Director of Public Works or his authorized representative, which shall be held a minimum of **five (5) working days** prior to commencement of any work.

The Contractor shall submit his 24-hour emergency telephone numbers to the Director of Public Works or his authorized representative for approval a minimum of **two (2) working days** prior to the pre-construction conference.

## **9. PUBLIC CONVENIENCE AND SAFETY**

- (a) General: Attention is directed to Section 7-10 of the Standard Specifications and the Manual of Warning Signs, Lights and Devices for Use in Performing Work Upon Highways, published by the California Department of Transportation. Public convenience and traffic control shall conform to Section 7-10 of the Standard Specifications for Public Works Construction, the California MUTCD and the MUTCD California Supplement, latest edition, except as modified by these Special Provisions.
- (b) Warning and Protection Devices: The Contractor will be responsible for providing, placing and maintaining approved signs, barricades, pedestals, flashers, delineators, fences, barriers, non-skid steel trench plates, temporary asphalt concrete and flagmen where needed, and other necessary facilities in the vicinity of the construction area and where any dangerous conditions may be encountered as a result thereof, for the protection of the motoring public. The Contractor will not be allowed to proceed with the work until such time that a sufficient number of these protection devices have been delivered to the project site. Where parked vehicles are likely to interfere with the proposed work, the Contractor will supply and post at no less than 200 feet intervals on each side of the street



“Temporary No Parking” signs 72 hours before the start of construction and to report the time of posting to the Sheriff’s Station for the purpose of establishing “Tow Away” provisions. The Contractor shall be responsible for the removal of the temporary signs upon the completion of the work. Should the Contractor appear neglectful in furnishing warning and protection devices as outlined above, the Director of Public Works may direct attention to the existence of a hazard and the necessity of additional or different measures, which shall be furnished and installed by the Contractor at Contractor’s own expense, free of any cost to the City. Should the Contractor refuse or fail to act in a timely manner to correct a hazardous condition, the Director of Public Works may direct City forces to provide the necessary protective and warning devices as deemed appropriate by the Director of Public Works or his authorized representative.

The cost accrued by the City in connection therewith will be deducted from the Contractor’s contract payment. Any action or inaction on the part of the City in directing attention to the inadequacy of warning and protective measures or in providing additional protective and warning devices shall not relieve the Contractor from responsibility for public safety or abrogate Contractor’s obligation to furnish and pay for these devices.

Should the Contractor fail to pickup signs either after the work has been performed, or after the Contractor has failed to meet the schedule, the Contractor shall be charged a penalty of \$50 per sign left in the public right of way. Said monies will be deducted from any monies due or to become due to the Contractor.

The Contractor shall be responsible for adequate barricading of the work area and controlling of traffic in the vicinity of the projects as specified in Subsection 7-10, Public Convenience and Safety, or as directed by the Director of Public Works or his authorized representative. **More specifically, the work zone around the sidewalk or drive approach area shall be secured with pylons and yellow safety tape at all times except when the Contractor is actively working within a particular area.**

- (c) Traffic Control: Traffic control implementation shall follow the requirements of Section 7-10 of the Standard Specifications and the referenced Caltrans manual and the California MUTCD, latest edition.

Allowable working hours shall be between the hours of 8:00 a.m. and 5:00 p.m. Allowable working hours for this project can be found in the Special Provisions item 20. Working hours.

All necessary traffic control devices shall be in place prior to the start of

work. The Contractor shall field check all temporary traffic control signs, barricades and other devices to ensure their continuous proper maintenance and conformance to the plans and specifications (including weekends and holidays).

The Contractor shall so conduct his operations as to offer the least possible obstruction and inconvenience to public traffic. Every effort shall be made to provide a clear and unobstructed view of all traffic control signs, signals, or markers. Existing signs shall be covered when directed by the Engineer. When construction signs are not in effect, they shall be removed, covered, or relocated out of the driver's view. Construction signing shall be in place prior to the beginning of any workday.

The order of work and phasing requirements, except where otherwise specifically required by the plans and specifications, shall be determined by the Contractor who shall be solely responsible for coordinating all subcontract and prime contract work to minimize delays during construction.

The Contractor shall maintain access for emergency vehicles at all times on all streets. All traffic control layouts and work sequence instructions shall be developed to account for continuous emergency vehicles access and driveway access.

There shall be a minimum of 5' clearance from open excavations and 2' from other obstructions (curbs, k-rail, etc) for the motoring public. All lanes shall be open to traffic during non-working / "non-lane restriction"

The Contractor shall be required to provide and maintain all necessary flaggers, barricades, delineators, signs, flashers, and any other safety equipment as set forth in the latest publication of the California MUTCD, or as required by the Engineer to insure safe passage of traffic. Impacts to the right of way that remain overnight shall incorporate appropriate flashers for barricades and reflective delineators.

Failure or refusal by the Contractor to comply with the requirements of this section shall be sufficient cause for the City to order the work done by City forces and all costs thereof to be borne by the Contractor.

Continuous driveway access shall be required at all times, excepted when specific written permission is provided to do otherwise. The City will enforce the work hours and continuous driveway access requirements of this section. In order to ensure compliance, an assessment of \$250 for every 15 minutes of non-compliance or portion thereof will be deducted from the Contractor's payment for non-compliance. No assessment will be made for emergency work, i.e. broken water line repair, gas leak repair or similar emergency work as directed by the Engineer. This assessment

shall be deducted from the amount due the Contractor on this project.

If the Contractor is found to be negligent in furnishing warning and protective measures as detailed above, the City may direct the Contractor's attention to the hazard and it shall be the Contractor's responsibility to furnish and install the necessary warning and protective measures at his/her expense. Should the City point out the inadequacy of warning and protective measures, such action on the part of the City shall not relieve the Contractor from responsibility for public safety or abrogate its obligation to furnish and pay for these devices.

PAYMENT: Payment for Traffic Control shall be considered incidental to the project.

#### **10. SANITARY CONVENIENCE**

Necessary sanitary facilities for the use of workmen on the job shall be provided and maintained in an approved manner by the Contractor, properly secluded from public observation and in compliance with health ordinances and laws, and their use shall be strictly enforced by the Contractor. Any workman who fails to use the sanitary facilities as intended shall be removed from the project site permanently at the sole discretion of the Engineer. **The portable restroom shall be on wheels so that it may be transported off site after work hours and on weekends.**

#### **11. CONSTRUCTION YARD**

It shall be the Contractor's responsibility to locate any storage sites for materials and equipment needed and such sites either located on public or private property must be approved in advance by the Director of Public Works or his authorized representative. If permission is given to use a City site, the Contractor shall repair any damage as a result of his operations and any repairs will restore the site to new and not pre-existing conditions.

When storage sites are to be located upon private property, the Contractor shall submit to the Director of Public Works or his authorized representative, written approval from the record owner authorizing the use of the property by the Contractor. The Contractor shall contact the appropriate City Community Development Department to determine if the using the site as a stockpile area is allowed. After the project is complete, the Contractor shall supply a written release signed by the owner of record that said property has been satisfactorily restored in order to provide assurance to the City that no later property owner claims will be filed by residents whose property has allegedly damaged by the Contractor and not repaired to their satisfaction.

The City will provide the Contractor with a sample release form upon request.

## **12. EQUIPMENT REQUIREMENTS**

Contractor shall furnish all equipment required to safely complete the work and avoid, if possible, conducting any on-site maintenance or repair of said equipment. Necessary minor maintenance may be conducted on site; however, all maintenance and/or repairs shall be completed Monday through Friday between the hours of 7:30 a.m. and 5:30 p.m. Fueling and minor maintenance shall be in compliance with the NPDES requirements.

All equipment shall be in good repair. Equipment from which leaks of oil, hydraulic fluids, coolant, etc., are observed shall be removed from service until the necessary repairs have been completed.

## **13. PRESERVATION OF PROPERTY**

Existing improvements in areas adjoining the locations whereon construction activities are being performed shall be protected from injury or damage resulting from operations of the Contractor. In like manner any building, structure, tree, shrub, or other item in the vicinity of the Contractor's operation, shall be similarly protected and preserved. Vegetation cleared during site preparation shall become the property of the Contractor and shall be removed from the area unless otherwise directed by the Director of Public Works or his authorized representative.

## **14. NPDES COMPLIANCE/WATER POLLUTION CONTROL**

Water pollution control shall consist of constructing those facilities specified by these Contract Documents, required by law, or as ordered by the Director of Public Works or his authorized representative. Said work is intended to provide prevention, control and abatement of water pollution to streams, oceans and other bodies of water. Full compensation for conforming to the requirements in this entire section shall be considered as included in the prices paid for the various contract items of work, and no additional compensation will be allowed therefor.

Housekeeping/Cleanup: The Contractor shall prevent pollution of storm water from cleanup and disposal operations by using best management practices and good housekeeping methods. When fluids or dry materials spill, cleanup should be immediate, thorough, and routine. The Contractor shall never attempt to "wash them away" with water, or bury them. The Contractor shall report significant spills to the appropriate spill response agencies immediately. The Contractor shall recognize that different types of materials have different disposal requirements and follow appropriate practices. The Contractor shall confine non-hazardous debris to dumpsters, covered at night or during wet weather, and taken to a landfill for recycling or disposal. The Contractor shall handle hazardous debris in accordance with specific laws and regulations and dispose of as a hazardous waste. A separate permit is required. Common hazardous debris found on construction sites are: (liquid residues from paints, thinners, solvents, glues, and cleaning fluids. Leaching agents from lumber such as formaldehyde, arsenic, copper, creosote and chromium, motor oil, gear oil, antifreeze fluids, brake fluids, etc., unused pesticides.)

Sanitary Waste Management: The Contractor shall prevent the discharge of sanitary

waste to storm water by providing convenient, properly located, well maintained facilities. The Contractor shall hire a licensed portable sanitary facility leasing company which will clean the facilities regularly and keep them in good working order. The Contractor shall make sure that portable sanitary facilities are located on relatively level ground away from traffic areas, drainage courses, and storm drain courses, and storm drain inlets. The Contractor shall regularly inspect the facilities for any leaks, and have defective units replaced.

**Vehicle and Equipment Management:** The Contractor shall use and maintain construction vehicles and equipment in a manner that prevents leaks and spills of fluids, contains wash waters, and controls off-site tracking. The Contractor shall not allow leaking vehicles and equipment on-site and shall inspect equipment and vehicles frequently for leaks and repair them immediately. The Contractor shall clean up spills and leaks promptly with absorbent materials, and shall not flush with water.

The Contractor shall fuel, maintain, and repair vehicles and equipment off-site whenever possible, and on-site only in designated areas. The Contractor shall prevent run-on and run-off from designated areas, provide containment devices and cover if necessary.

The Contractor shall wash vehicles and equipment on-site in designated, contained areas, allowing wash waters to infiltrate into the ground. The Contractor shall use phosphate-free, biodegradable soaps, steam clean in confined areas only.

When not in use, the Contractor shall store equipment and vehicles in designated, contained areas and place drip pans and absorbent material under stored equipment that is prone to leaking and dripping (e.g. paving equipment).

If the Contractor must drain and replace motor oil, radiator coolant, or other fluids on-site, use drip pans or drop cloths to catch drips and spills. The Contractor shall collect all spent fluids, store in separate containers, and recycle whenever possible. Note: For recycling purposes, such liquids must not be mixed with other fluids. Non-recycled fluids generally must be disposed of as hazardous waste.

**Surface and Subsurface Water Control:** The Contractor shall prevent or reduce the discharge of pollutants to storm water from surface and subsurface water control operations by using all appropriate methods:

For surface water control operations where the flow is routed to bypass the construction area, establish stable (erosion resistant) conveyance routes for the diverted flow. Trap any significant sediment (e.g., mud) generated by the rerouted flow in a sediment trap, filtering berm, or basin.

In subsurface pumping or other subsurface water control operations where significant amounts of sediment (e.g., mud) are present in the removed water, capture the sediment in a sediment trap, filtering berm, or basin.

If a sediment trap or basin is required for the surface or subsurface water control operations, the facility should be designed such that the sediment is settled or trapped in

the facility prior to discharging of the water.

In areas suspected of groundwater pollution, sample the groundwater near the excavation/pumping site and have the water tested for known or suspected pollutants at a certified laboratory.

Any proposed discharge of groundwater may be subject to requirements of the Regional Water Quality Control Board if water is discharged to groundwater or land.

**Concrete and Mortar Products:** The Contractor shall prevent or reduce the discharge of pollutants to storm water from concrete waste by conducting washout at appropriate off-site locations, performing on-site washout in a designated area, and training employees and subcontractors.

The Contractor shall store and mix dry and wet materials either off-site or under cover, away from drainage areas.

For washout of concrete trucks the Contractor shall provide appropriate off-site locations or designated contained areas, at least 50 feet away from storm drains, open ditches, streets, or streams.

The Contractor shall prevent run-off from designated washout areas by constructing a temporary pit or bermed area large enough for liquid and solid waste. When concrete sets, breakup and dispose of it in construction fills per direction of engineer or as solid waste or recycle.

The Contractor shall inform concrete suppliers of the designated washout locations and disposal sites for concrete and mortar products.

**Asphalt and Bituminous Products:** The Contractor shall prevent or reduce the discharge of pollutants from asphalt and bituminous operations, by preventing run-on and run-off during the operation, properly disposing of waste, and training employees and subcontractors. The Contractor shall:

Avoid prime or tack coating during wet weather. Store materials away from drainage courses to prevent material from entering the run-off. Cover catch basins and manholes when applying seal coat, tack coat, slurry seal, fog seal, etc. Make sure sand or gravel placed over new asphalt does not wash into storm drains, streets, or creeks. Dispose of old asphalt properly. Collect and remove all broken asphalt from the site and recycle whenever possible. Do not dispose of asphalt products into waterways. Follow the storm water permitting requirements for industrial activities if paving involves an on-site mixing plant.

**Construction Water:** The Contractor shall reduce or eliminate excessive construction water that may cause erosion and carry pollutants from the site. The Contractor shall:

Store construction water in leak-proof tanks, located away from the drainage system. Use construction water conservatively. Whenever possible, dispose of excess water on-

site, by allowing it to soak into the ground.

PAYMENT: BEST MANAGEMENT PRACTICES (BMPs) shall be as proposed by the contractor in the contractor's proposal in the Bid Schedule, and no additional compensation will be allowed therefor.

#### **15. SAFETY, SANITARY AND MEDICAL REQUIREMENTS**

The Contractor, his employees, his subcontractors and their employees shall promptly and fully carry out such safety, sanitary and medical requirements as may from time to time be prescribed by the Industrial Safety Commission and by County or State Health Departments to the end that proper work shall be done and the safety and health of the employees and of the community may be conserved and safeguarded. In case any such regulations and orders are not observed by the Contractor, they may be enforced by the Director of Public Works or his authorized representative at the Contractor's expense.

#### **16. ELECTRICAL POWER**

The Contractor shall provide, at his own expense, all necessary electrical power required for his operations under the contract.

#### **17. PROTECTION OF UNDERGROUND FACILITIES**

Attention is directed to the possible existence of underground facilities not known to the City or owner or in a location different from that which maybe indicated on the plans or in these Special Provisions. The Contractor shall take steps to ascertain the exact location of all underground facilities prior to doing work that may damage such facilities or interfere with their service. If the Contractor discovers underground facilities not indicated on the Plans or in these Special Provisions, Contractor shall immediately give the Director of Public Works or his authorized representative written notification of the existence of such facilities. Such previously unknown facilities shall be protected from damage as directed by the Director of Public Works or his authorized representative and the Contractor will be paid for such work as extra work as provided in Section 3-3 of the Standard Specifications.

#### **18. AIR POLLUTION CONTROL**

Section 7-8.2, "Air Pollution," of the Standard Specifications is supplemented by the following:

Safety & Ventilation – Construction Activities shall be conducted in compliance with OSHA requirements for confined space. The Contractor is responsible for providing a method statement and implementing necessary practices to comply with OSHA Safety and Ventilation standards.

The Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to the contract, including any air pollution control rules, regulations, ordinances and statutes specified in Section 11017

of the Government Code.

In the absence of any applicable air pollution control rules, regulations, ordinances or statutes governing solvents, all solvents including, but not limited to the solvent portions of paints, thinners, curing compounds, and liquid asphalt used on the project shall comply with the applicable material requirements of the County Air Pollution Control District.

#### **19. PROJECT APPEARANCE**

The Contractor shall maintain a neat appearance to the work. The project streets and any street adversely affected by the Contractor's activities shall be kept clean at all times.

A motorized vacuum sweeper may be required pursuant to the second paragraph of Subsection 7-8.1 of the Standard Specifications.

In any area visible to the public, the following shall apply: When practicable, broken concrete and debris developed shall be disposed of concurrently with its removal. If stockpiling is required, the material shall be placed in an area which does not impact public or private landscaping or irrigation and the material shall be removed or disposed of daily.

Should the Contractor appear to be neglectful or negligent in maintaining a clean project site, the Director of Public Works or his authorized representative may direct the Contractor's attention to the existence of such condition(s). The Contractor shall provide all necessary measures immediately, at his expense. If attention is directed to the existence of such condition(s), and the Contractor fails to provide an appropriate remedy, any expense incurred by the City for providing correcting actions may be deducted from the pay estimates and the total contract price for the work, including a Fifty Dollar (\$50.00) penalty per calendar day the condition(s) exist from date of notification.

Full compensation for conforming to the provisions in this section not otherwise provided for shall be considered as included in prices paid for the various contract items of work involved, and no additional compensation will be allowed therefore.

#### **20. WORK HOURS**

The construction or demolition shall be conducted between the hours between 8:00 AM and to 5:00 PM Monday through Friday excluding those City holidays listed elsewhere in these specifications.

Deviation from normal working hours will not be allowed without prior written consent of the Director of Public Works or his authorized representative.

In the event work is allowed by the Director of Public Works or his authorized representative outside of the normal working hours, at the request of and for the benefit of the Contractor, inspection service fees shall be levied against the Contractor at a rate of \$150.00 per hour, plus travel time where applicable. The above charge would be levied for inspection services as necessary as a matter of public safety and to ensure the quality



of the work.

If work is permitted after sunset, the Contractor shall provide, at its expense, adequate light for proper prosecution of the work for the safety of the workmen and the public, and for proper inspection.

## **21. SCHEDULE AND PUBLIC NOTICES**

- (a) Order of Work: Order of work shall conform to the provisions of Section 6-1, "Construction Schedule and Commencement of Work," of the Standard Specifications and these Special Provisions. The Contractor shall conduct his operations so as to cause minimum obstruction and inconvenience to traffic, schools and residences.

PAYMENT: The cost for furnishing all schedules, notifications, posting, reposting and any related items for their completion shall be considered as included in the bid price paid for the various contract items of work, and no additional compensation will be made therefor.

## **22. PHOTOGRAPHIC SURVEY OF ALL EXISTING CONDITIONS**

The Contractor is encouraged to undertake an extensive photographic survey of all existing improvements that could possibly be affected by the construction activities. This survey will include, but is not limited to landscaping, streets, plants, and visible utilities.

In the event of a claim, the onus will be on the Contractor to be able to clearly demonstrate that the photographic survey shows that it is a pre-existing condition of the improvement(s). Should the Contractor not be able to disprove a claim from the public, the Contractor will be responsible to reinstate the improvement into an acceptable condition.

## **23. MOBILIZATION**

Mobilization shall consist of preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, materials, portable toilets and incidentals to the project site necessary for work on the project and for all other work and operations which must be performed or costs incurred including bonds, insurance, City business license and financing prior to beginning work on the various contract items on the project site.

The Contractor shall provide a detailed project schedule, both electronically and in hard copy form (see previous item on Scheduling and Notices). Schedule updates shall be provided monthly with each progress payment, and in accordance with these specification requirements and as directed by the Engineer. The Contractor's project manager, superintendent and foreman are required to attend the pre-construction meeting and weekly progress meetings.

The Contractor shall have on the work site at all times, as its agent, a competent English speaking superintendent capable of reading and thoroughly understanding the plans, specifications, other related documents, and directions from City's Construction Representative.

The Contractor is responsible for securing an adequate storage site for equipment and materials (see separate items that detail these requirements elsewhere in these General Provisions).

The cost of providing bonds, insurance, financing, moving equipment to the job site and preparing an approved work schedule shall be per bid item for Mobilization.

PAYMENT: Payment for Mobilization which includes costs, time and labor to move the necessary construction equipment to and from the construction site in a safe condition, the costs to set up/maintain/vacate the staging area the costs to set up/maintain/vacate the necessary sanitary facilities and all other related work as required for all non-working days during the course of construction and shall be per Bid Schedule for Mobilization and no additional compensation will be made therefor.

The City of Rancho Palos Verdes shall waive its permit fee. The Contractor shall comply with the requirements specified of each license.

Mobilization shall also include all related "De-mobilization" costs, including the removal of any remaining USA utility markings or other construction paint markings.

## **B. PROJECT SPECIAL PROVISIONS**

### **BUS STOP ADA ACCESS IMPROVEMENTS**

#### **PART 1**

##### **1. 1- GENERAL**

###### **1.01 Work Included** -- Work includes, but is not necessarily limited to:

The general items of work include construction of curb, sidewalk, ADA ramps, AC pavement, bench, grading, landscape and irrigation restoration, wheel stops, excavation, and all other items that are required to complete the work. The work to be done shall include furnishing all materials, equipment, tools, labor, and incidentals as required by the Plans, Specifications, and Contract Documents, in the City of Rancho Palos Verdes, California.

###### **1.02 Submittals**

Except as provided in other bid items, no separate payment shall be made for required

project submittals. Submittals shall include all materials, plans, diagrams, and drawings as called for in the specifications, and as may be required by the work, and shall include at least the following:

Project Schedule  
Contact List  
Material Mix Designs  
Notices  
Park Bench

### **1.03 Product Handling**

Use all means to protect all materials, before, during, and after installation. In the event of damage, immediately make all repairs and replacements necessary to the approval of the City's designated representative at no additional cost to the Owner. Workmanship must comply with printed instructions and recommendations of the manufacturer, and with the highest standards of the industry.

### **1.04 Warranty**

The contractor shall provide Owner a one-year warranty in writing that guarantees the completed work including the health of the planted trees to be free from defects in materials and workmanship. Contractor to guarantee 72 hour call-out response to requests for warranty work during warranty period.

## **2. FURNISH AND APPLY WATER**

The Contractor shall make his own provisions for water necessary for construction, backfill consolidation and cleanup.

**Note:** The Contractor shall not use any private property water paid for by the property owner. The Contractor shall obtain and pay for all costs incurred for any necessary water meter permits. No extra compensation shall be allowed for the permit and/or water meter. For a permit contact:

California Water Service  
5837 Crest Road  
Rancho Palos Verdes, CA 90275  
(310) 377-5525

Furnishing and applying water during construction shall be considered as included in the unit prices paid for the various bid items requiring water, and no additional compensation will be allowed therefor.

### **3. UNCLASSIFIED EXCAVATION**

General: Unclassified excavation shall consist of all excavation, including hardscaping, landscaping, roots, soils, rock, bituminous pavement, concrete pavement, and all other existing materials as necessary to complete the intended construction items.

Bituminous pavement shall be removed to neatly sawed edges. Saw cuts shall be to a minimum depth of 3 inches. Where bituminous pavement adjoins a trench, the edges adjacent to the trench shall be saw cut to neat straight lines before permanent paving to ensure that all areas to be paved are accessible to the rollers used to compact the sub grade or paving materials. Removal at flow line areas shall include restoring pavement surface to flow line grade based on surrounding conditions.

**Select clean excavated materials may be disposed of on-site at the City Yard or at Hesse Park with the approval of the Engineer.**

All spray paint and markings used for locating utility lines, identifying work locations, or any other purpose, shall be completely removed by power-washing. Any residual discoloration left from temporary A.C. cold mix patches shall be removed by power-washing. All NPDES guidelines shall be followed when power-washing, including vacuuming of water (or other method approved by the Director of Public Works or his authorized representative) to prevent it from entering any storm drain.

All open excavations must be protected with barricades and caution tape.

**PAYMENT:** Full compensation for complying with the work contained in this section shall be included in the contract price bid per cubic yard in the Bid Schedule for Earthwork and no separate payment shall be made therefor.

### **4. BEST MANAGEMENT PRACTICES**

Best Management Practices/ NPDES Compliance shall be as specified in the Special Provisions of these specifications, in accordance with Section II, A, 14.

Payment: Payment for this item shall be paid per lump sum under Bid Schedule for Best Management Practices (BMPS), and no additional compensation shall be allowed.

### **5. CRUSHED MISCELLANEOUS BASE (CMB)**

Reference SSPWC Section 200-2.4 Crushed Miscellaneous Base.

CMB shall be fine grade (3/4"-). CMB shall be compacted to 95% relative compaction per Greenbook requirements. All CMB will be considered as included in payments for other bid items, and no separate payment will be made therefore. Subgrade in the

roadway section, drive approaches and sidewalks shall be compacted to 95% minimum relative compaction.

## **6. ASPHALT PAVING**

Asphalt paving required for shall conform to the Standard for Public Works Construction section 400 Asphalt Concrete paving shall be an asphalt concrete D mix design.

## **7. PORTLAND CEMENT CONCRETE CONSTRUCTION**

The removal of existing and installation of PCC trail and ramp shall be constructed in the areas shown on the plans and as directed by the Engineer, and shall comply with Subsection 303-5 of the Standard Specifications. Concrete class shall be 560-C-3250, Type 5, sulfate resistant or equivalent for all other work. An alternate 3250 psi pump mix will be considered.

The sidewalk shall be constructed with a medium broom finish.

NOTE: The City of Palos Verdes is located on a peninsula, approximately 30 miles south of downtown Los Angeles away from direct freeway access. Transportation times between the plant and the site can sometimes be an issue.

Per the SPPPWC, section 201-1.4.3, the contractor shall make the best concerted effort to deliver and place the concrete within 90 minutes from mixing at the batch plant. Should this time criteria be significantly exceeded, it will be up to the discretion of the Engineer to determine if the concrete is sufficiently workable, without adding excessive water, to continue with the work.

Any concrete accepted and placed after 90 minutes from batch plant mixing will be used at the Contractors risk and maintained under the contractor's warranty against defects, per the contract documents.

The Contractor shall saw cut and remove existing PCC curb & gutter, sidewalk, asphalt, base, subgrade, and other in-place materials as necessary for construction; prepare the subgrade; place base; and construct PCC curb & gutter, and sidewalk where noted and as shown per detail drawings and schedule. Unprotected excavations shall not be left open over weekends or holidays. All subgrade and/or adjacent fill to match finished surface where new concrete is to be placed, shall be compacted to a relative compaction of at least 95%. Contractor shall coordinate with utility companies for utility adjustments needed when constructing the work.

The Contractor shall verify, with a "smart level", that sidewalk grades do not exceed ADA requirements when marking the required saw cut removal limits and when setting the concrete forms, prior to pouring any curb ramp. It shall be the Contractor's responsibility to supervise and utilize the proper experienced personnel to ensure that the

proper saw cut limits are established for all access ramp locations and the City's Representative shall not be responsible to direct the Contractor's crews or otherwise serve in this management capacity. The City's Representative shall be present to verify the concrete forms, prior to pouring any PCC construction improvements.

Sidewalks shall meet all ADA requirements and shall not create impediments to access.

Sidewalk, and curb access ramps are not to be monolithic with curb or curb & gutter unless otherwise directed by engineer. The cost of adjacent curb and gutter shall be included in the price bid for sidewalk, drive approaches and access ramps.

It shall be the Contractor's responsibility to install the curb access ramp at the designated site in a manner to not modify the existing surrounding parkway unless directed by the City's Representative and in strict compliance with the curb ramp details found in the APWA Standard Plan Section 111-5 which identifies maximum grades and specific dimensions.

Curb access ramps and sidewalks shall meet all ADA requirements, and shall not create impediments to access. Curb access ramp features shall include:

- Turning pads of 4'x4' minimum area and 2% cross slope maximum
- Cross slopes 2% maximum
- Bottom of ramp to be flush to gutters/parking lot
- Integral retaining curbs as necessary to match to existing landscape grades
- 3'x4' truncated dome surfaces at the bottom of the ramp adjacent to the street

All PCC work must drain to grade and must pass water test.

## **8. PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS**

Except as may otherwise be provided in specific instances, nothing in the Contract shall be constructed as vesting in the Contractor any property right in any material, article or structure existing at the time of award of Contract within the area in which the work is to be done; or in any material or article subsequently furnished for the work by the Contractor after having been accounted for on an approved estimate supporting the Contractor's demand for payment as provided in Section 9. In the latter event any such material, article, structure or work shall become the property of the agency after being so accounted for.

The Contractor shall maintain all existing signs including, but not limited to directional, warning, advisory, regulatory, bus stop, and street markers, in an erect and functional position and condition all times during the construction period in temporary locations as designated by the Director of Public Works. Any of these facilities which are damaged or lost shall be replaced by the Contractor at no cost to the Agency.

Contractor shall submit video documentation with a log of existing damages prior to commencing with work. Should a resident claim existing improvements were damaged by construction, and Contractor did not confirm status per above, Contractor shall restore existing improvements at no cost to the City.

When an interfering portion of a privately owned ground lighting system or sprinkler system is removed, heads and other salvable material shall be carefully removed and stored. Any of the materials not wanted by the owner shall be removed from the site by the Contractor. Removal, repair, or capping shall be as directed by the Director of Public Works. Protection and restoration of existing improvements shall be considered part of the various items of work and no separate compensation will be allowed therefor.

Contractor shall confirm operational status of all affected irrigation with inspector and resident prior to commencing work. Should resident claim their system was damaged by construction, and Contractor did not confirm status per above, Contractor shall restore system to operation at his own cost.

Payment: for the protection and restoration of existing improvements during construction shall be considered as included in the unit prices paid for the various bid items included in this project, and no additional compensation will be allowed therefor.

## **9. REMOVAL OF DEFECTIVE OR UNAUTHORIZED WORK**

All work which is defective in its construction or deficient in any of the requirements of these Special Provisions or the Standard Specifications shall be remedied, or removed and replaced by the Contractor in a manner acceptable to the City and no compensation will be allowed for such correction.

The minimum length for removal and replacement of unsatisfactory work shall be to the nearest joints on both sides of the area to be removed, or as required by the Engineer. Saw cutting is required for all removals of defective concrete work at no additional cost.

Upon failure on the part of the Contractor to comply forthwith with any order the Engineer makes under the provisions of this section, the Public Works Department shall have authority to cause defective work to be removed and replaced and deduct the costs thereof from any monies due or to become due to the Contractor.

## **10. APPURTENANT WORK**

All items in the Bid Schedule are for construction completed in place, including all incidentals, appurtenant work and materials necessary for the satisfactory completion of the work. Full payment shall be considered as the bid prices for the items of work, and no additional compensation will be made therefor.

**11. INSPECTION BY CITY**

The City shall inspect the quality and completeness of the Contractor's work and report any deficiencies to the Contractor.

**12. SPRINKLER SYSTEMS:**

Any sprinkler system damaged during the Contract shall be repaired by the Contractor at no additional cost within 24 hours of notification. All damaged sprinkler and irrigation parts shall be replaced in-kind. If repair is not completed within said limit, the City shall have the authority to complete such work and deduct cost plus 20 percent administration thereof from any moneys due or to become due to the Contractor. Furthermore, a penalty of \$500 per day shall be applied for each day beyond the 24-hour period that the damaged irrigation system has not been repaired to function properly (as determined by the City's inspector).

The Contractor shall protect existing irrigation and landscaping to the extent feasible. The Contractor shall grade fairly to match new construction, and restore landscaping and irrigation to a condition as existed before construction.

**13. CLEANUP:**

During all phases of construction, the Contractor shall maintain a clean work site, the Contractor shall be responsible for the removal and disposal of all concrete, asphalt concrete, tree roots, and any other debris resulting from the work performed. Full compensation shall be considered as included in the prices for the various contract items.

**14. STORAGE SITES:**

The Contractor may be allowed to store materials and equipment in designated areas at the City Yard during the course of construction. The Contractor is required to obtain permission for such storage from the Engineer.

The City may permit the Contractor to store certain materials and equipment on City property provided that (1) The storage area has a gate which shall be closed by a lock at the end of each day. (2) The site and access road must be kept clean at all times during the period of the contract and (3) The Contractor complies with City requirements regarding cleanup.

The allowable materials to be stored by the Contractor are: Vehicles, equipment, wooden forms and tools. All storage materials must be first approved by the City. The Contractor will not be allowed to store broken concrete, asphalt concrete or any debris on City property.

If the site becomes unacceptable to the City for any reason, after notice by the City, the Contractor shall correct the problem immediately. In the event that the City requests removal of the materials from City property prior to the end of the construction period, the Contractor shall not receive any additional compensation. The Contractor shall maintain and clean the storage area on a daily basis.



The Contractor shall repair at no cost to the City, any damage to the asphalt concrete access road resulting from the Contractor's vehicle traffic.

Upon failure on the part of the Contractor to comply with any of these Special Provisions, the City shall have authority to cause defective work to be corrected and deduct the cost of said corrections from any monies due or to become due to the Contractor.

The Contractor shall hold the City harmless in the event of damage, vandalism or injury to the Contractor's equipment, materials, etc., resulting from the use of this site.

**15. TRAFFIC STRIPING AND MARKINGS- REMOVAL**

All existing raised pavement markers, pavement striping, markings and legends not within the work limits, but in close proximity, shall either be protected from the Work or restored in kind to the satisfaction of the Engineer.

The Contractor is strongly advised to confirm in advance with the Engineer any and all markings designated for removal. Should the Contractor or its Subcontractor inadvertently or intentionally remove markings in areas not designated for painting, the Contractor will be fully responsible for restoring the pavement surface and all markings. All costs for the restoration of pavement surfaces and markings shall be the sole responsibility of the Contractor.

The Contractor shall furnish and install traffic delineation and markings using paint "Cat Tracking," temporary marking tape, removable reflective tabs, or other approved media on the same working day as existing stripes and legends are lost, including but not limited to bicycle lanes, stop bars, lane lines, to match pre-existing markings.

**16. APPLICATION OF TRAFFIC STRIPING, PAVEMENT MARKINGS AND CURB PAINT.**

The Contractor shall install all traffic striping, pavement markings and curb paint on the parking lot no longer than two (2) weeks after the AC work is complete. All pavement striping, curb paint, markings, and legends shall be installed with (2) two coats of paint. All pavement striping, curb paint, markings, and legends shall be coated with reflective beads meeting Caltrans requirements and shown on Caltrans approved materials listed.

All pavement striping, markings, legends and curb paint shall match the existing configuration and dimension of the project area, unless otherwise directed by the Engineer. Contractor shall be responsible for noting and/or recording all existing pavement striping, markings, and legends prior to removal. Any pavement striping, markings, and legends that do not match the existing configuration and dimension of the project area, shall be corrected by the Contractor, to the satisfaction of the Engineer, no more than two (2) working days after receiving notification. All associated removals and installations, necessary to complete the work, shall be performed as outlined in these Special Provisions per the bid unit price, and no separate compensation will be allowed therefore.

Contractor shall not proceed with the painting of striping, markings or legends until after the Engineer has inspected and approved the required layout, and has authorized the Contractor to proceed with said Work.

**“Cat-track” marks shall be made in chalk and/or marking paint only. “Striping” paint for the purpose of cat-tracking is prohibited.**

Measurement & Payment - Payment for furnishing all labor, tools, materials, equipment and incidentals and for doing all the work in this section shall be included in the price for “Signing, Striping and Markings” complete, as specified in these contract documents and no additional compensation will be allowed.

**17. Bus Bench**

Contractor to utilize Barco Products, (or approved equal) 6’ long, sterling style bench, made of recycled plastic. Color to be cedar. Prior to ordering, the Contractor must receive approval for bench from City Engineer.

Measurement & Payment - Payment for furnishing all labor, tools, materials, equipment and incidentals and for doing all the work in this section shall be included in the price for “Furnish and Install Park Bench” complete, as specified in these contract documents and no additional compensation will be allowed.

## **CHECKLIST FOR BIDDERS**

The following information is required of all Bidders at the time of the bid:

- \_\_\_\_\_ Completed and Signed Proposal
- \_\_\_\_\_ Completed and Signed Bid Sheets
- \_\_\_\_\_ Completed Information Required of Bidders Form
- \_\_\_\_\_ Completed References Sheet(s)
- \_\_\_\_\_ Executed Statement Acknowledging Penal and Civil Penalties Concerning the Contractor's Licensing Law
- \_\_\_\_\_ Attached Resume of General Construction Superintendent or on-site Construction Manager for the Contractor
- \_\_\_\_\_ Completed Designation of Subcontractors Form
- \_\_\_\_\_ Completed and Signed Contractor's Industrial Safety Record
- \_\_\_\_\_ Completed, Signed and Notarized Bid Bond or Other Security
- \_\_\_\_\_ Completed and Signed Acknowledgement of Addenda
- \_\_\_\_\_ Completed Bidder Statistical Information Form
- \_\_\_\_\_ All Addenda (if applicable)
- \_\_\_\_\_ Completed Los Angeles Community Development Commission Forms:
  - 1. Non-Collusion Affidavit (Signed and Notarized)
  - 2. Non-Segregated Facilities Certification
  - 3. Past Performance Certification
  - 4. County Lobbyist Certification
  - 5. Worker's Compensation Certification
  - 6. Notice of Equal Employment Opportunity
  - 7. Federal Lobbyist Certification
  - 8. Prime Contractor's List of Subcontractors
  - 9. Report of Additional Classification and Rate - HUD FORM 4230A, if applicable
  - 10. Certification of Understanding and Payroll Authorization
  - 11. Fringe Benefit Payment Certification
  - 12. Agency Report of Contract Award

Failure of the Bidder to provide all required information in a complete and accurate manner may be considered non-responsive.

## **PROPOSAL**

### **CITY OF RANCHO PALOS VERDES**

#### **BUS STOP ADA ACCESS IMPROVEMENTS**

TO THE DIRECTOR OF PUBLIC WORKS, CITY OF RANCHO PALOS VERDES:

The undersigned, as bidder, declares that: (1) this proposal is made without collusion with any other person, firm or corporation, and that the only persons or parties interested as principals are those named herein; (2) bidder has carefully examined the project plans, specifications, instructions to bidders, proposal, notice to contractors and all other information furnished therefore and the site of the proposed work; (3) bidder has investigated and is satisfied as to the conditions to be encountered, the character, quality and quantities of work to be performed and materials to be furnished. Furthermore, bidder agrees that submission of this proposal shall be conclusive evidence that such examination and investigation have been made and agrees, in the event this contract be awarded to bidder, to enter into a contract with the CITY OF RANCHO PALOS VERDES, to perform said proposed work in accordance with the plans, if any, and the terms of the specifications, in the time and manner therein prescribed, and to furnish or provide all materials, labor, tools, equipment, apparatus and other means necessary so to do, except such thereof as may otherwise be furnished or provided under the terms of said specifications, for the following stated unit prices or lump-sum price as submitted on the Schedule attached hereto:

The bidder shall submit as part of this proposal a completed copy of the Contractor's Industrial Safety Record.

Accompanying this proposal is \_\_\_\_\_ (Insert) "\$\_\_\_\_\_" "cash," "Cashier's Check," "certified check," or "Bid Bond," as the case may be) in the amount equal to at least ten percent (10%) of the total aggregate bid price hereof based on the quantities shown and the unit prices quoted in the Bid Schedule.

The undersigned further agrees that should he/she be awarded the contract on the basis hereof and thereafter, defaults in executing the required contract, with necessary bonds and documents, within ten (10) days, not including Sundays and legal holidays, after having received notice that the contract has been awarded and is ready for signature, the proceeds of the security accompanying his bid shall become the property of the CITY OF RANCHO PALOS VERDES and this proposal and the acceptance thereof may be considered null and void.

The undersigned certifies to have a minimum of five (5) consecutive years of current experience in the type of Work related to this Project and that this experience is in actual operation of the firm with permanent employees performing a part of the Work as distinct from a firm operating entirely by subcontracting all phases of the Work. The undersigned also certifies to be properly licensed by the State as a contractor to perform this type of Work and further certifies to have been so licensed for the five (5) years immediately preceding the date of receipt of Bids. The undersigned possesses California Contractor's License Number \_\_\_\_\_, Class \_\_\_\_\_, which expires on \_\_\_\_\_.

Signature(s) of bidder:

X \_\_\_\_\_  
(Title)

X \_\_\_\_\_  
(Title)

If an individual, so state. If a firm or co-partnership, state the firm name and give the names of all individual co-partners composing the firm. If a corporation, state legal name of corporation, also names of president, secretary, treasurer, and manager thereof. Two notarized officer's signatures and the corporate seal are required for corporations.

Legal Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Contact: \_\_\_\_\_

Proposals which do not show the Contractor's License Number and expiration date of the Bidder's License under the provisions of Chapter 9 of Division 3 of the Business & Professional Code will be rejected.

Bid Date \_\_\_\_\_

This information must include all construction work undertaken in the State of California by the bidder and partnership joint venture or corporation that any principal of the bidder participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of bid submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate or individual bidder. The bidder may attach any additional information or explanation of data which bidder would like to be taken into consideration in evaluating the safety record. An explanation must be attached of the circumstances surrounding any and all fatalities.

**CITY OF RANCHO PALOS VERDES**

**BID SHEET**

**BUS STOP ADA ACCESS IMPROVEMENTS**

Bidder's Name: \_\_\_\_\_

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Sealed Bids, the undersigned hereby agrees to enter into a contract to furnish all labor, materials, equipment and supplies for the project identified as **BUS STOP ADA ACCESS IMPROVEMENTS** in accordance with the specifications and plans for demolition, construction and installation in the Contract Documents which are on file in the office of the Director of Public Works of the City of Rancho Palos Verdes to the satisfaction and under the direction of the Director of Public Works at the following prices:

**LUMP SUM ITEMS SHALL INCLUDE PROVIDING AND INSTALLATION OF ALL COMPONENTS STIPULATED WITHIN THE CONTRACT DOCUMENTS AND NECESSARY INCIDENTALS TO FACILITATE PROVIDING SAID COMPONENTS. CLEARING, GRADING, AND BMPS SHALL BE CONSIDERED INCLUDED IN THE INDIVIDUAL BID ITEMS. NO ADDITIONAL PAYMENTS WILL BE MADE.**

The quantities reflected on the plans and in the bid-sheets are representative of the amount of work for each item on the project, but are not final quantities to be used for computing payment. Payment will be based on the measurement of actual work completed. The contractor must notify in writing to the project manager of all discrepancies between actual bid quantities and those shown in the bid document prior to commencement of work in any area of the project.

### BASE BID SCHEDULE

Item No.	Description	Estimated Quantity	Unit Meas.	Unit Price	Extended Amount
1	Mobilization	1	LS		
2	Construction Survey	1	LS		
3	Best Management Practices (BMPs)	1	LS		
4	Clearing, Grubbing and Removals	1	LS		
5	Earthwork (Cut), Finish Grading	90	CY		
6	4" PCC Sidewalk	2,162	SF		
7	AC Pavement	66	TON		
8	Crushed Miscellaneous Base	114	TON		
9	Curb Ramp with Detectable Warning Surface	4	EA		
10	A1-6 Curb Per APWA Std Plan No 120-2	395	LF		
11	Construct Parkway Drain Per APWA Std Plan No 151-2	1	EA		
12	Furnish and Install Wheel Stops	19	EA		
13	Signing, Striping and Markings	1	LS		
14	Landscape and Irrigation Restoration	1	LS		
	<b>TOTAL BID SCHEDULE</b>	<b>\$</b>			

**TOTAL BASE BID SCHEDULE IN NUMBERS: \$** \_\_\_\_\_

**TOTAL BASE BID SCHEDULE IN WORDS:** \_\_\_\_\_

**Award shall be to the lowest responsible bidder based on the TOTAL BASE BID.**

### ALTERNATE BID SCHEDULE

Item No.	Description	Estimated Quantity	Unit Meas.	Unit Price	Extended Amount
A1	Earthwork (Cut), Finish Grading	5	CY		
A2	Crushed Miscellaneous Base	2	TON		
A3	4" PCC Sidewalk	133	SF		
A4	Furnish and Install Park Bench	1	EA		
	<b>TOTAL ALTERNATE BID SCHEDULE</b>	\$			

**TOTAL ALTERNATE BID IN NUMBERS: \$** \_\_\_\_\_

**TOTAL ALTERNATE BID IN WORDS:** \_\_\_\_\_

**If awarded, the ALTERNATE BID will be awarded in total.**



## **INFORMATION REQUIRED OF BIDDER**

Fill out all of the following information. Attach additional sheets if necessary.

(1) Bidder's name: \_\_\_\_\_

(2) If the Bidder's name is a fictitious name, who or what is the full name of the registered owner? If the Bidder's name is not a fictitious name, write "N/A" in the response to this question. If you are doing business under a fictitious name, provide a copy of the filed valid Fictitious Business Name Statement.

\_\_\_\_\_

(3) Business address: \_\_\_\_\_

(4) Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

(5) Type of firm - Individual, Partnership, LLC or Corporation: \_\_\_\_\_

(6) Corporation organized under the laws of the state of: \_\_\_\_\_

(7) California State Contractor's License Number and Class: \_\_\_\_\_

(8) DIR Contractor Registration Number: \_\_\_\_\_

(9) List the name and title of the person(s) who inspected the site of the proposed Work for your firm:

\_\_\_\_\_

(10) Number of years' experience the company has as a contractor in construction work: \_\_\_\_\_

(11) List the names, titles, addresses and telephone numbers of all individuals, firm members, partners, joint venturers, and company or corporate officers having a principal interest in this Proposal:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

List at least three similar projects completed as of recent date:

Contract Amount	Class of Work	Date Completed	Name, Address of Owner, & Telephone No.

(12) NOTE: Upon request of the CITY, the bidder shall furnish evidence showing a notarized financial statement, financial data, construction experience, or other information.

(13) “Bidder shall be properly licensed at the time of bid submission or the bid shall be considered non-responsive and shall be rejected.”

## REFERENCES

For all public agency projects in excess of \$75,000 you are currently working on or have worked on in the past five (5) years, provide the following information:

**Project 1** Name/ Number \_\_\_\_\_

Project Description \_\_\_\_\_

Approximate Construction Dates      From: \_\_\_\_\_      To: \_\_\_\_\_

Agency Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_      Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

Original Contract Amount: \$\_\_\_\_\_      Final Contract Amount: \$\_\_\_\_\_

If final amount is different from original amount, please explain (change orders, extra work, etc.)

\_\_\_\_\_  
\_\_\_\_\_

Did you file any claims against the Agency? Circle one:      Yes      No

Did the Agency file any claims against you? Circle one:      Yes      No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

\_\_\_\_\_  
\_\_\_\_\_

**Project 2** Name/ Number \_\_\_\_\_

Project Description \_\_\_\_\_

Approximate Construction Dates      From: \_\_\_\_\_      To: \_\_\_\_\_

Agency Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

Original Contract Amount: \$\_\_\_\_\_ Final Contract Amount: \$\_\_\_\_\_

If final amount is different from original amount, please explain (change orders, extra work, etc.)

\_\_\_\_\_  
\_\_\_\_\_

Did you file any claims against the Agency? Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

\_\_\_\_\_  
\_\_\_\_\_

**Project 3** Name/ Number \_\_\_\_\_

Project Description \_\_\_\_\_

Approximate Construction Dates From: \_\_\_\_\_ To: \_\_\_\_\_

Agency Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

Original Contract Amount: \$\_\_\_\_\_ Final Contract Amount: \$\_\_\_\_\_

If final amount is different from original amount, please explain (change orders, extra work, etc.)

\_\_\_\_\_  
\_\_\_\_\_

Did you file any claims against the Agency? Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of

claims.

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**Project 4** Name/ Number \_\_\_\_\_

Project Description \_\_\_\_\_

Approximate Construction Dates From: \_\_\_\_\_ To: \_\_\_\_\_

Agency Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

Original Contract Amount: \$\_\_\_\_\_ Final Contract Amount: \$\_\_\_\_\_

If final amount is different from original amount, please explain (change orders, extra work, etc.)

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Did you file any claims against the Agency? Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

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**Project 5** Name/ Number \_\_\_\_\_

Project Description \_\_\_\_\_

Approximate Construction Dates From: \_\_\_\_\_ To: \_\_\_\_\_

Agency Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

Original Contract Amount: \$\_\_\_\_\_ Final Contract Amount: \$\_\_\_\_\_

If final amount is different from original amount, please explain (change orders, extra work, etc.)

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Did you file any claims against the Agency? Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

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**Project 6 Name/ Number** \_\_\_\_\_

Project Description \_\_\_\_\_

Approximate Construction Dates From:\_\_\_\_\_ To:\_\_\_\_\_

Agency Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

Original Contract Amount: \$\_\_\_\_\_ Final Contract Amount: \$\_\_\_\_\_

If final amount is different from original amount, please explain (change orders, extra work, etc.)

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Did you file any claims against the Agency? Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

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**STATEMENT ACKNOWLEDGING PENAL AND CIVIL PENALTIES  
CONCERNING THE CONTRACTORS' LICENSING LAWS  
[Business & Professions Code 7028.15]  
[Public Contract Code 20103.5]**

I, the undersigned, certify that I am aware of the following provisions of California law and that I, or the entity on whose behalf this certification is given, hold a currently valid California contractor's license as set forth below:

*Business & Professions Code 7028.15:*

- (a) It is a misdemeanor for any person to submit a bid to a public agency in order to engage in the business or act in the capacity of a contractor within this state without having a license therefore, except in any of the following cases:
  - (1) The person is particularly exempted from this chapter.
  - (2) The bid is submitted on a state project governed by Section 10164 of the Public Contract Code or on any local agency project governed by Section 20104 [now ' 20103.5] of the Public Contract Code.
- (b) If a person has been previously convicted of the offense described in this section, the court shall impose a fine of 20 percent of the price of the contract under which the unlicensed person performed contracting work, or four thousand five hundred dollars (\$4,500), whichever is greater, or imprisonment in the county jail for not less than 10 days nor more than six months, or both.

In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, "the price of the contract" for the purposes of this subdivision means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed.

- (c) This section shall not apply to a joint venture license, as required by Section 7029.1. However, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this section with respect to his or her individual licensure.
- (d) This section shall not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed contractor to render services within the scope of their respective practices.
- (e) Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a contractor who is not licensed in accordance with this chapter shall be considered non-responsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid. Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may

issue a citation to any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a contractor who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and finality of such citations shall be subject to Sections 7028.7 to 7028.13 inclusive. Any contract awarded to, or any purchase order issued to, a contractor who is not licensed pursuant to this chapter is void.

- (f) Any compliance or noncompliance with subdivision (e) of this section, as added by Chapter 863 of the Statutes of 1989, shall not invalidate any contract or bid awarded by a public agency during which time that subdivision was in effect.
- (g) A public employee or officer shall not be subject to a citation pursuant to this section if the public employee, officer, or employing agency made an inquiry to the board for the purposes of verifying the license status of any person or contractor and the board failed to respond to the inquiry within three business days. For purposes of this section, a telephone response by the board shall be deemed sufficient.

*Public Contract Code 20103.5:*

In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractor's State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law including, but not limited to, any appropriate disciplinary action by the Contractor's State License Board. The agency shall include a statement to that effect in the standard form of prequalification questionnaire and financial statement. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

License No.: \_\_\_\_\_

Class: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_



## **RESUME**

Attach to this Bid the experience resume of the person who will be designated as General Construction Superintendent or on-site Construction Manager for the Contractor.

**DESIGNATION OF SUBCONTRACTORS**  
**[Public Contract Code Section 4104]**

List all Subcontractors who will perform Work or labor or render service to the Contractor in or about the construction of the Work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of one-half percent (0.5%) of the Contractor's total Bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half percent (0.5%) of the Contractor's total Bid or \$10,000, whichever is greater. If all Subcontractors do not fit on this page, attach another page listing all information for all other Subcontractors. The Contractor shall perform work amounting to at least 50 percent of the Contract Price per SSPWC 2-3.2 Self Performance.

Name under which Subcontractor is Licensed and Registered	California Contractor's License Number(s) and Class(es)	California DIR Contractor Registration Number	Address and Phone Number	Type of Work (e.g., Electrical)	Percentage of Total Bid (e.g., 10%) <sup>1</sup>

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<sup>1</sup> The percentage of the total Bid shall represent the "portion of the work" for the purposes of Public Contract Code Section 4104(b).

### Contractor's INDUSTRIAL SAFETY RECORD FORM

Bidder's Name \_\_\_\_\_

	Current Year of Record	2016	2015	2014	2013	2012	Total
Number of contracts							
Total dollar amount of contracts (in thousands of dollars)							
Number of fatalities							
Number of lost workday cases							
Number of lost workday cases involving permanent transfer to another job or termination of employment							

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

Signature: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

## **BID BOND**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the \_\_\_\_\_ (“Public Agency”), has issued an invitation for bids for the work described as follows:

### **BUS STOP ADA ACCESS IMPROVEMENTS**

WHEREAS \_\_\_\_\_  
\_\_\_\_\_  
(Name and address of Bidder)

(“Principal”), desires to submit a bid to Public Agency for the work.

WHEREAS, bidders are required under the provisions of the California Public Contract Code to furnish a form of bidder’s security with their bid.

NOW, THEREFORE, we, the undersigned Principal, and \_\_\_\_\_  
\_\_\_\_\_  
(Name and address of Surety)

(“Surety”) a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency in the penal sum of \_\_\_\_\_

Dollars (\$\_\_\_\_\_), being not less than ten percent (10%) of the total bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal is awarded a contract for the work by the Public Agency and, within the time and in the manner required by the bidding specifications, enters into the written form of contract included with bidding specifications, furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and furnishes the required insurance coverage, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by the Public Agency in the suit and reasonable attorneys’ fees in an amount fixed by the court. Surety hereby waives the provisions of California Civil Code 2845.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: \_\_\_\_\_

“Principal”

“Surety”

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

(Seal)

(Seal)

Note: This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

## ACKNOWLEDGMENT OF ADDENDA

Bidder's Name: \_\_\_\_\_

The Bidder shall signify receipt of all Addenda here, if any:

Addendum Number	Date Received	Signature

If there are more Addenda than there is room in the chart above, attach another page acknowledging receipt of the Addenda.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**This form shall be submitted with the Bid**

**PROPOSER/BIDDER STATISTICAL INFORMATION FORM**

All proposers/bidders responding to the solicitation must complete and submit this form in order for their proposer or bid to be considered. The information requested in the form will be used solely for statistical purposes. The contract(s) and/or subcontract(s) will be awarded without regard to gender, race, color, creed, or national origin.

1. Type of business entity:
- |   |  |
|---|--|
| <input type="checkbox"/> Sole partnership | <input type="checkbox"/> Nonprofit organization        |
| <input type="checkbox"/> Partnership      | <input type="checkbox"/> Franchise                     |
| <input type="checkbox"/> Corporation      | <input type="checkbox"/> Limited Liability Corporation |
| <input type="checkbox"/> Other: _____     |  |

2. Total number of employees in firm/organization, including owners: \_\_\_\_\_

3. Break down the total number of employees in your firm/organization into the following categories:

Race/Ethnicity	Owners, Partners, and Associate Partners		Managers	Staff
	Male	Female		
Black / African-American	_____	_____	_____	_____
Hispanic / Latino	_____	_____	_____	_____
Asian-American / Pacific Islander	_____	_____	_____	_____
American Indian / Alaska Native	_____	_____	_____	_____
Filipino American	_____	_____	_____	_____
White	_____	_____	_____	_____
Other	_____	_____	_____	_____

4. Indicate, by percentage, how ownership of the firm/organization is distributed:

	Black / African-American	Hispanic / Latino	Asian-American / Pacific Islander	American Indian / Alaskan Native	Filipino-American	White	Other
Men	_____	_____	_____	_____	_____	_____	_____
Women	_____	_____	_____	_____	_____	_____	_____

5. If your firm is currently certified as a Minority (MBE), Women (WBE), Disadvantaged (DBE), and/or Disabled Veteran (DVBE) Business Enterprise by a public agency, indicate the Business Enterprise certification of your firm, the certifying agency, and the expiration date of the certification:

MBE	WBE	DBE	DVBE	Name of Certifying Agency	Expiration Date
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____

Los Angeles Community Development  
Commission Forms  
(Same as in Appendix IV)



### Non-Collusion Affidavit

*State of California Compliance Form – To be submitted with Bid*

§7106. Any public works contract of a public entity shall include an affidavit, in the following form:

State of California )  
County of Los Angeles ) ss.

\_\_\_\_\_, being first duly sworn, deposes and says that, he or she is \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid."

Project Name: \_\_\_\_\_ Project Number: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

SWORN TO AND SUBSCRIBED TO BEFORE ME

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

/s/ Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

SEAL

### **Non-Segregated Facilities Certification**

*Federal Compliance Form – To be submitted with Bid*

The federally-assisted construction contractor certifies that he/she DOES NOT and WILL NOT:

1. Maintain or provide, for his/her employees, any segregated facilities at any of his/her establishments.
2. Permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained.

The federally assisted contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term segregated facilities means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

The federally-assisted contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.

**NOTE:** The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: \_\_\_\_\_ Project Number: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

## Past Performance Certification

*Federal Compliance Form – To be submitted with Bid*

The ☐bidder, ☐proposed sub-contractor, hereby certifies that he/she ☐has, ☐has not, participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114, or 11246, and that he/she ☐has, ☐has not, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Date: \_\_\_\_\_ Project Number: \_\_\_\_\_ Contract Award: \$ \_\_\_\_\_

Awarding Agency: \_\_\_\_\_

Contractor Name: \_\_\_\_\_ Total Number of Employees \_\_\_\_\_

Affiliate Company: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**NOTE:** The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (Generally only contracts or subcontracts of \$10,000 or under are exempt).

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the U.S. Department of the Interior or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

SF-100 (EEO-1) must be filed by:

(A) All private employers who are:

- (1) Subject to Title VII of the Civil Rights Act of 1964 (as amended) with 100 or more employees.
- (2) Subject to Title VII who has fewer than 100 employees, if the company is owned or affiliated with another company, or there is centralized ownership, control or management so that the group legally constitutes a single enterprise, and the entire enterprise employs a total of 100 or more employees.

(B) All federal contractors (private employers), who:

- (1) Are not exempt as provided for by 41 CFR 60-1.5
- (2) Have 50 or more employees, and
  - a. Are prime contractors or first-tier subcontractors, and have a contract, subcontract, or purchase order amounting to \$50,000 or more; or
  - b. Serve as a depository of Government funds in any amount, or is a financial institution, which is an issuing, and paying agent for U.S. Savings Bonds and Notes.

## County Lobbyist Certification

*Los Angeles County Compliance Form – To be submitted with Bid*

### COUNTY LOBBYIST CODE CHAPTER 2.160

COUNTY ORDINANCE NO. 93-0031

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Telephone Number: (    ) \_\_\_\_\_

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the County of Los Angeles and the Community Development Commission, County of Los Angeles:

1) It is understood that each person/entity/firm who applies for a Community Development Commission contract, and as part of that process, shall certify that they are familiar with the requirements of the Los Angeles County Code, Chapter 2.160 (Los Angeles County Ordinance 93-0031) and;

2) That all persons/entities/firms acting on behalf of the above named firm have and will comply with the County Code, and;

3) That any person/entity/firm who seeks a contract with the Community Development Commission shall be disqualified therefrom and denied the contract and, shall be liable in civil action, if any lobbyist, lobbying firm, lobbyist employer or any other person or entity acting on behalf of the named firm fails to comply with the provisions of the County Code.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into contract with the Los Angeles County and the Community Development Commission, County of Los Angeles.

Authorized Official:

\_\_\_\_\_  
(Contractor/Subcontractor)

By:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Title)

### **Worker's Compensation Certification**

*State of California Compliance Form – To be submitted with Bid*

I certify, by signature below, that I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Date: \_\_\_\_\_

Project Number: \_\_\_\_\_

Project Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

## Notice of Equal Employment Opportunity

*Federal Compliance Form – To be submitted with Bid*

TO: City of Rancho Palos Verdes  
(Name of Labor Union, Workers Representative, etc.)

\_\_\_\_\_  
(Address)

Name of Business (Contractor): \_\_\_\_\_

Project Name: \_\_\_\_\_ Project Number: \_\_\_\_\_

The Undersigned currently holds a contract with City of Rancho Palos Verdes, involving funds of the U. S. Government, or a subcontract with a prime contractor holding such contract.

You are advised that under the provisions of the above contract or subcontract, and in accordance with Executive Order 11246, the undersigned is obligated not to discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. This obligation not to discriminate in employment includes, but is not limited to the follow:

1. Hiring, placement, upgrading, transfer or demotion;
2. Recruitment, advertising or solicitation for employment;
3. Treatment during employment;
4. Rates of pay or other forms of compensation;
5. Selection for training, including apprenticeship; and
6. Layoff or termination.

This notice is furnished to you pursuant to the provisions of the above contract or subcontract and Executive Order 11246. Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

\_\_\_\_\_  
(Print Name)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Title)

## Federal Lobbyist Certification

*Federal Compliance Form – To be submitted with Bid*

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Telephone Number: (    ) \_\_\_\_\_

**Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the U. S. Department of Housing and Urban Development and the body awarding this federally assisted construction contract:**

1. No Federal appropriated funds have been paid by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of and Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and;
3. The above name firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

**NOTE: This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352 Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.**

Authorized Official:

\_\_\_\_\_  
(Contractor/Subcontractor)

\_\_\_\_\_  
(Date)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

**Federal Compliance Form – To be submitted with Bid and Updated as Necessary**

**Bidder must list all subcontracts involving labor at the site of construction, regardless of subcontract dollar amount or percentage of bid**

AWARDING AGENCY

Project Number:

[illegible]

Name and Title

Company Name



<b>U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT</b> <b>REPORT OF ADDITIONAL CLASSIFICATION AND RATE</b>		<b>HUD FORM 4230A</b> <small>OMB Approval Number 2501-0011 (Exp. 09/30/2006)</small>							
<b>1. FROM</b> <i>(name and address of requesting agency)</i>		<b>2. PROJECT NAME AND NUMBER</b>  <b>3. LOCATION OF PROJECT</b> <i>(City, County and State)</i>							
<b>4. BRIEF DESCRIPTION OF PROJECT</b>		<b>5. CHARACTER OF CONSTRUCTION</b> <input type="checkbox"/> Building <input type="checkbox"/> Residential <input type="checkbox"/> Heavy <input type="checkbox"/> Other (specify) <input type="checkbox"/> Highway							
<b>6. WAGE DECISION NO.</b> <i>(include modification number, if any)</i>  <input type="checkbox"/> COPY ATTACHED		<b>7. WAGE DECISION EFFECTIVE DATE</b>							
<b>8. WORK CLASSIFICATION(S)</b>		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center; padding: 5px;">HOURLY WAGE RATES</th> </tr> <tr> <th style="width: 50%; text-align: center; padding: 5px;">BASIC WAGE</th> <th style="width: 50%; text-align: center; padding: 5px;">FRINGE BENEFIT(S) <i>(if any)</i></th> </tr> <tr> <td style="height: 60px;"></td> <td style="height: 60px;"></td> </tr> </table>		HOURLY WAGE RATES		BASIC WAGE	FRINGE BENEFIT(S) <i>(if any)</i>		
HOURLY WAGE RATES									
BASIC WAGE	FRINGE BENEFIT(S) <i>(if any)</i>								
<b>9. PRIME CONTRACTOR</b> <i>(name, address)</i>		<b>10. SUBCONTRACTOR/EMPLOYER, IF APPLICABLE</b> <i>(name, address)</i>							
<div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> <b>Check All That Apply:</b> </div> <div style="margin-bottom: 10px;"> <input type="checkbox"/> The work to be performed by the additional classification(s) is not performed by a classification in the applicable wage decision.         </div> <div style="margin-bottom: 10px;"> <input type="checkbox"/> The proposed classification is utilized in the area by the construction industry.         </div> <div style="margin-bottom: 10px;"> <input type="checkbox"/> The proposed wage rate(s), including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage decision.         </div> <div style="margin-bottom: 10px;"> <input type="checkbox"/> The interested parties, including the employees or their authorized representatives, agree on the classification(s) and wage rate(s).         </div> <div style="margin-bottom: 10px;"> <input type="checkbox"/> Supporting documentation attached, including applicable wage decision.         </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> <b>Check One:</b> </div> <div style="margin-bottom: 10px;"> <input type="checkbox"/> Approved, meets all criteria. DOL confirmation requested.         </div> <div style="margin-bottom: 10px;"> <input type="checkbox"/> One or more classifications fail to meet all criteria as explained in agency referral. DOL decision requested.         </div>									
<div style="text-align: center; margin-top: 20px;">             _____  <b>Agency Representative</b>  <i>(Typed name and signature)</i> </div> <div style="text-align: center; margin-top: 20px;">             _____  <i>Date</i> </div> <div style="text-align: center; margin-top: 20px;">             _____  <i>Phone Number</i> </div>		<div style="text-align: center; margin-top: 20px;"> <b>FOR HUD USE ONLY</b>  <b>LR2000:</b>   <b>Log in:</b>   <b>Log out:</b> </div>							

HUD-4230A (8-03) PREVIOUS EDITION IS OBSOLETE

## Certification of Understanding and Payroll Authorization

PROJECT NAME/NUMBER

AWARDING AGENCY

COMPANY NAME

COMPANY ADDRESS

LICENSE NUMBER

EMPLOYER IDENTIFICATION NUMBER

DUNS NUMBER

This is to certify that the principal(s), and the authorized payroll officer listed below, have read the "Contractor's Guide to Prevailing Wage Requirements for Federally Assisted Construction" and the Federal Labor Standards Provisions (HUD-4010 form) and that both parties understand these requirements.

The following person is designated as the payroll officer for the company and is authorized to sign the Statement of Compliance that will accompany each weekly Certified Payroll Report for the project:

**PAYROLL OFFICER:** (Individual Responsible for Signing Statements of Compliance)

NAME

TITLE

SIGNATURE

DATE

**PRINCIPAL OWNER / GENERAL PARTNER:** (Listed on CSLB Personnel List)

NAME

TITLE

SIGNATURE

DATE

## Fringe Benefit Payment Certification

PROJECT NAME \_\_\_\_\_

AWARDING AGENCY / CONTRACTOR \_\_\_\_\_

PROJECT LOCATION \_\_\_\_\_

COMPANY NAME \_\_\_\_\_

COMPANY ADDRESS \_\_\_\_\_

LICENSE NUMBER \_\_\_\_\_

EMPLOYER IDENTIFICATION NUMBER \_\_\_\_\_

DUNS NUMBER \_\_\_\_\_

WORK CLASSIFICATION	HOURLY FRINGE BENEFITS PROVIDED		NAME, ADDRESS, AND TELEPHONE NUMBER OF THE APPROVED PLAN, FUND, OR PROGRAM
	Health & Welfare	\$ _____	
	Pension	\$ _____	
	Vacation	\$ _____	
	Apprenticeship/Training	\$ _____	
	Other (explain)	\$ _____	
	<b>TOTAL HOURLY FRINGE</b>	\$ _____	
	Health & Welfare	\$ _____	
	Pension	\$ _____	
	Vacation	\$ _____	
	Apprenticeship/Training	\$ _____	
	Other (explain)	\$ _____	
	<b>TOTAL HOURLY FRINGE</b>	\$ _____	
	Health & Welfare	\$ _____	
	Pension	\$ _____	
	Vacation	\$ _____	
	Apprenticeship/Training	\$ _____	
	Other (explain)	\$ _____	
	<b>TOTAL HOURLY FRINGE</b>	\$ _____	
	Health & Welfare	\$ _____	
	Pension	\$ _____	
	Vacation	\$ _____	
	Apprenticeship/Training	\$ _____	
	Other (explain)	\$ _____	
	<b>TOTAL HOURLY FRINGE</b>	\$ _____	
	Health & Welfare	\$ _____	
	Pension	\$ _____	
	Vacation	\$ _____	
	Apprenticeship/Training	\$ _____	
	Other (explain)	\$ _____	
	<b>TOTAL HOURLY FRINGE</b>	\$ _____	

I Certify under penalty of perjury that:

☐

I make payments to approved fringe benefit plans, funds, or programs as listed above.

**-OR-**

☐

I DO NOT make payments to approved fringe benefit plans, funds, or programs.  
Benefits are added to hourly rates and paid each week to the employees.

AUTHORIZED OFFICIAL NAME \_\_\_\_\_

AUTHORIZED OFFICIAL TITLE/CAPACITY \_\_\_\_\_

AUTHORIZED OFFICIAL SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

# AGENCY REPORT OF CONTRACT AWARD

(2015)

TO: Program Manager/Contract Compliance Officer, Grants Management Unit  
Community Development Commission, County of Los Angeles

Date: \_\_\_\_\_

Project Name \_\_\_\_\_

Project Number \_\_\_\_\_

Agency's Primary Contact Person \_\_\_\_\_

Name of the Local Contracting Agency (LCA) \_\_\_\_\_

LCA – Labor Standards Officer's Name \_\_\_\_\_

LSO Initials \_\_\_\_\_

1. This Agency reports the date for ☐ formal bid opening, or ☐ informal solicitation for this construction contract was: \_\_\_\_\_
2. This ☐ Contract ☐ Subcontract was awarded to the contractor identified below on \_\_\_\_\_ (Date)  
The contract amount for the construction activity to be performed by this Contractor, as detailed below, is: \$ \_\_\_\_\_

## IDENTIFY THE SPECIFIC SCOPE OF WORK FOR THIS CONTRACTOR

Estimated Start Date: \_\_\_\_\_

Estimated Completion Date: \_\_\_\_\_

## IDENTIFY THE TRADES TO BE USED BY THIS CONTRACTOR AT THE CONSTRUCTION SITE

Estimated Workforce: \_\_\_\_\_

<input type="checkbox"/> Asbestos Worker	<input type="checkbox"/> Equipment Operator	Group _____	<input type="checkbox"/> Lather	<input type="checkbox"/> Roofer
<input type="checkbox"/> Bricklayer	<input type="checkbox"/> Glazier		<input type="checkbox"/> Marble setter	<input type="checkbox"/> Sheet metal worker
<input type="checkbox"/> Carpenter	<input type="checkbox"/> Ironworker		<input type="checkbox"/> Painter	<input type="checkbox"/> Terrazzo Worker
<input type="checkbox"/> Cement Mason	<input type="checkbox"/> Laborer	Group _____	<input type="checkbox"/> Plasterer	<input type="checkbox"/> Tile layer
<input type="checkbox"/> Electrician	<input type="checkbox"/> Labor/Striper	Group _____	<input type="checkbox"/> Plumber	<input type="checkbox"/> _____ (other)

3. This is a *Section 3 qualified contract* and a *Section 3 Pre-Bid Meeting* was held on \_\_\_\_\_ (Date) ☐ N/A  
A copy of the completed *Section 3 Bid Evaluation* form was provided to the CDC on \_\_\_\_\_ (Date) ☐ N/A
4. The LCA verified this *Contractor's Eligibility* prior to contract award and documented the project file with search results from:  
The *List of Parties Excluded* from federal contract award internet website (<https://www.sam.gov>) on \_\_\_\_\_ (Date)  
The California Contractors State Licensing Board (CSLB) internet website (<http://www.cslb.ca.gov>) on \_\_\_\_\_ (Date)  
The California Department of Industrial Relations (DIR) internet website (<https://efiling.dir.ca.gov>) on \_\_\_\_\_ (Date)
5. The Contractor(s) acknowledge, by signature below, that: "*This construction project is funded in whole or in part with Federal funds.*"
6. A copy of the *Federal Labor Standards Provisions* (HUD-4010 form), is attached to the contractor's copy of this form.
7. A copy of the applicable *Federal Wage Decision* (identified below) is attached to the contractor's copy of this form.  
Federal Wage Decision Number: CA \_\_\_\_\_ Mod. \_\_\_\_\_, DATED \_\_\_\_\_ (<http://www.wdol.gov/>).
8. The Contractor(s) further acknowledge that federal prevailing wage and fringe benefit rates must be paid to all workers each week.
9. The LCA sent a *Notice of Contract Award* letter to the U.S. Dept. of Labor, OFCCP (contracts \$10,000 or more) on \_\_\_\_\_ (Date) ☐ N/A

☐ PRINT – ☐ Prime Contractor ☐ Subcontractor Company Name

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Employer Identification Number: \_\_\_\_\_

Contractor License Number: \_\_\_\_\_

☐ PRINT – ☐ Prime ☐ Sub ☐ Lower-tier Contractor Company Name

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Employer Identification Number: \_\_\_\_\_

Contractor License Number: \_\_\_\_\_

<input type="checkbox"/> Black American	<input type="checkbox"/> Women Owned Business	<input type="checkbox"/> Native American	<input type="checkbox"/> Black American	<input type="checkbox"/> Women Owned Business	<input type="checkbox"/> Native American
<input type="checkbox"/> White American	<input type="checkbox"/> Minority Owned Business	<input type="checkbox"/> Hasidic Jews	<input type="checkbox"/> White American	<input type="checkbox"/> Minority Owned Business	<input type="checkbox"/> Hasidic Jews
<input type="checkbox"/> Hispanic American	<input type="checkbox"/> Section 3 Qualified Business	<input type="checkbox"/> Asian/Pacific American	<input type="checkbox"/> Hispanic American	<input type="checkbox"/> Section 3 Qualified Business	<input type="checkbox"/> Asian/Pacific American

**PUBLIC WORKS AGREEMENT**

**By and Between**

**CITY OF RANCHO PALOS VERDES**

**and**

**[CONTRACTOR]**

**for**

**BUS STOP ADA ACCESS IMPROVEMENTS**

**AGREEMENT FOR PUBLIC WORKS SERVICES  
BETWEEN THE CITY OF RANCHO PALOS VERDES AND  
[CONTRACTOR]**

THIS AGREEMENT FOR PUBLIC WORKS SERVICES (herein “Agreement”) is made and entered into this 20th day of June, 2017 by and between the City of Rancho Palos Verdes, a California municipal corporation (“City”) and [CONTRACTOR] (“Contractor”). City and Contractor are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties”.

**RECITALS**

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Contractor, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Rancho Palos Verdes Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

**OPERATIVE PROVISIONS**

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

**ARTICLE 1. WORK OF CONTRACTOR**

**1.1 Scope of Work.**

In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the “Scope of Work” attached hereto as Exhibit “A” and incorporated herein by this reference, which may be referred to herein as the “services” or “work” hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the work required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this

Agreement, the phrase “highest professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

## **1.2 Bid Documents.**

The Scope of Work shall include the “General Provisions” and “Special Provisions” in the bid documents for the project entitled **BUS STOP ADA IMPROVEMENTS**, including any documents or exhibits referenced therein (collectively, “bid documents”), all of which are incorporated herein by this reference. In the event of any inconsistency between the terms of the bid documents and this Agreement, the terms of this Agreement shall govern.

## **1.3 Compliance with Law.**

Contractor shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

## **1.4 Compliance with California Labor Law.**

(a) Public Work. The Parties acknowledge that the work to be performed under this Agreement is a “public work” as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations (“DIR”) implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

(b) Prevailing Wages. Contractor shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Contractor acknowledges receipt of a copy of the Department of Industrial Relations (DIR) determination of the prevailing rate of per diem wages, and Contractor shall post a copy of the same at each job site where work is performed under this Agreement.

(c) Penalty for Failure to Pay Prevailing Wages. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

(d) Payroll Records. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified

in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(e) Apprentices. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(f) Eight-Hour Work Day. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.

(g) Penalties for Excess Hours. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(h) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Contractor certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

Contractor's Authorized Initials \_\_\_\_\_

(i) Contractor's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Contractor shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Contractor shall be required to take all



actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

### **1.5 Licenses, Permits, Fees and Assessments.**

Contractor shall obtain at its sole cost and expense such licenses, permits, registrations, and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

### **1.6 Familiarity with Work.**

(a) By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of work to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder.

(b) Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any: (i) material Contractor believes may be hazardous waste as defined in Section 25117 of the Health & Safety Code required to be removed to a Class I, II, or III disposal site in accordance with existing law; (ii) subsurface, unknown or latent conditions, materially different from those indicated; or (iii) unknown physical conditions at the site of any unusual nature, different from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, and will materially affect the performance of the services hereunder.

(c) City shall promptly investigate the conditions, and if it finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order per Section 1.10 of this Agreement.

(d) In the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date set, but shall proceed with all work to be performed under the Agreement. Contractor shall retain any and all rights provided

either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

(e) City will compensate Contractor to the extent required by Government Code Section 4215 by issuing a change order per Section 1.10 of this Agreement.

### **1.7 Protection and Care of Work and Materials.**

The Contractor shall adopt reasonable methods, including providing and maintaining storage facilities, during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as caused by City's own negligence. Stored materials shall be reasonably accessible for inspection. Contractor shall not, without City's consent, assign, sell, mortgage, hypothecate, or remove equipment or materials which have been installed or delivered and which may be necessary for the completion of the work.

### **1.8 Warranty.**

Contractor warrants all work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the work or non-conformance of the work to the Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act as soon as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair, remove and replace any portions of the work (or work of other contractors) damaged by its defective work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense.

Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

### **1.9 Further Responsibilities of Parties.**

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

### **1.10 Additional Work and Change Orders.**

(a) City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Work or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor ("Change Order"). All Change Orders must be signed by the Contractor and Contract Officer prior to commencing the extra work thereunder.

(b) Any increase in compensation of up to ten percent (10%) of the Contract Sum or any increase in the time to perform of up to one hundred eighty (180) days; and does not materially affect the Work and which are not detrimental to the Work or to the interest of the City, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council.

(c) Any adjustment in the Contract Sum for a Change Order must be in accordance with the rates set forth in the Schedule of Compensation in Exhibit "C". If the rates in the Schedule of Compensation do not cover the type of work in the Change Order, the cost of such work shall not exceed an amount agreed upon in writing and signed by Contractor and Contract Officer. If the cost of the Change Order cannot be agreed upon, the City will pay for actual work of the Change Order completed, to the satisfaction of the City, as follows:

(i) Labor: The costs of labor will be the actual cost of wages of workers performing the extra work at the time the extra work is done, plus the applicable labor surcharge as set forth in the California Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates," which is in effect on the date upon which the work is accomplished, as well as assessments or benefits required by lawful collective bargaining agreements. The use of labor classifications that would increase the cost of such work shall not be permitted.

(ii) Materials and Equipment: the cost of materials and equipment shall be at cost to Contractor or lowest current price which such materials and equipment are reasonably available at the time the work is done, whichever is lower.

(iii) If the cost of the extra work cannot be agreed upon, the Contractor must provide a daily report that includes invoices for labor, materials and equipment costs for the work under the Change Order. The daily report must include: list of names of workers, classifications, and hours worked; description and list of quantities of materials used; type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable; description of other City authorized services and expenditures in such detail as the City may require. Failure to submit a daily report by the close of the next working day may, at the City's sole and absolute discretion, waive the Contractor's rights for that day.

(d) It is expressly understood by Contractor that the provisions of this Section 1.10 shall not apply to services specifically set forth in the Scope of Work. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Work may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors.

(e) No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

### **1.11 Special Requirements.**

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

## **ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.**

### **2.1 Contract Sum.**

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **[BID SCHEDULE AMOUNT]** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.10.

### **2.2 Method of Compensation.**

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services less the contract retention; (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

### **2.3 Reimbursable Expenses.**

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Contractor is required to attend additional meetings to facilitate such coordination, Contractor shall not be entitled to any additional compensation for attending said meetings.

### **2.4 Invoices.**

Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Contractor shall not invoice City for any duplicate services performed by more than one person.

City shall, as soon as practicable, independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, or as provided in Section 7.3, City will cause Contractor to be paid within thirty (30) days of receipt of Contractor's correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event that City does not cause Contractor to be paid within thirty (30) days of receipt of an undisputed and properly submitted invoice, Contractor shall be entitled to the payment of interest to the extent allowed under Public Contract Code Section 20104.50. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor, not later than seven (7) days after receipt by the City, for correction and resubmission. Returned invoices shall be accompanied by a document setting forth in writing the reasons why the payment request was rejected. Review and payment by the City of any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

### **2.5 Waiver.**

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

## **ARTICLE 3. PERFORMANCE SCHEDULE**

### **3.1 Time of Essence.**

Time is of the essence in the performance of this Agreement.

### **3.2 Schedule of Performance.**

Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

### **3.3 Force Majeure.**

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

### **3.4 Inspection and Final Acceptance.**

City may inspect and accept or reject any of Contractor's work under this Agreement, either during performance or when completed. City shall reject or finally accept Contractor's work within forty-five (45) days after submitted to City. City shall accept work by a timely written acceptance, otherwise work shall be deemed to have been rejected. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as to amount to fraud. Acceptance of any work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Articles 1 and 5, pertaining to warranty and indemnification and insurance, respectively.

### **3.5 Term.**

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

## **ARTICLE 4. COORDINATION OF WORK**

### **4.1 Representatives and Personnel of Contractor.**

The following principals of Contractor (“Principals”) are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

_____	_____
(Name)	(Title)
_____	_____
(Name)	(Title)
_____	_____
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing Principals were a substantial inducement for City to enter into this Agreement. Therefore, the Principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor’s staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor’s staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

### **4.2 Status of Contractor.**

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor’s officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor’s officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City’s employees. Contractor expressly waives any claim Contractor may have to any such rights.

### **4.3 Contract Officer.**

The Contract Officer shall be Terry Rodrigue, or Ron Dragoo, or such person as may be designated by the City Manager. It shall be the Contractor’s responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the

Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

#### **4.4 Independent Contractor.**

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

#### **4.5 Prohibition Against Subcontracting or Assignment.**

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. All subcontractors shall obtain, at its or Contractor's expense, such licenses, permits, registrations and approvals (including from the City) as may be required by law for the performance of any services or work under this Agreement. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

### **ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS**

#### **5.1 Insurance Coverages.**

The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:



(a) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Workers Compensation Insurance. A policy of workers compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Contractor against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including “any auto” and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Contractor’s profession. This coverage may be written on a “claims made” basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Contractor’s services or the termination of this Agreement. During this additional 5-year period, Contractor shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit “B”.

(f) Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

## **5.2 General Insurance Requirements.**

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Contractor’s insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

**CANCELLATION:**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.**

[to be initialed]

\_\_\_\_\_  
Agent's Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Contractor performs; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or any automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Contractor agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible nor shall it limit the Contractor's indemnification liabilities as provided in Section 5.3.

In the event the Contractor subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

### **5.3 Indemnification.**

To the full extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, employees and agents (“Indemnified Parties”) against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein “claims or liabilities”) that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable (“indemnitors”), or arising from Contractor’s or indemnitors’ reckless or willful misconduct, or arising from Contractor’s or indemnitors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys’ fees incurred in connection therewith;

(b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Contractor hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys’ fees.

In addition, Contractor agrees to indemnify, defend and hold harmless the Indemnified Parties from, any and all claims and liabilities for any infringement of patent rights, copyrights or trademark on any person or persons in consequence of the use by the Indemnified Parties of articles to be supplied by Contractor under this Agreement, and of which the Contractor is not the patentee or assignee or has not the lawful right to sell the same.

Contractor shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Contractor shall be fully responsible to indemnify City hereunder therefore,

and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Contractor in the performance of professional services and work hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement.

#### **5.4 Notification of Third-Party Claims.**

City shall timely notify Contractor of the receipt of any third-party claim relating to the work under this Agreement. City shall be entitled to recover from Contractor its reasonable costs incurred in providing such notification.

#### **5.5 Performance and Labor Bonds.**

Concurrently with execution of this Agreement Contractor shall deliver to the City, the following:

(a) A performance bond in the amount of the Contract Sum of this Agreement, in the form provided by the City Clerk, which secures the faithful performance of this Agreement.

(b) A labor and materials bond in the amount of the Contract Sum of this Agreement, in the form provided by the City Clerk, which secures the payment of all persons furnishing labor and/or materials in connection with the work under this Agreement.

Both the performance and labors bonds required under this Section 5.5 shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement and pays all labor and materials for work and services under this Agreement.

#### **5.6 Sufficiency of Insurer or Surety.**

Insurance and bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best's Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond

required by Section 5.5 may be changed accordingly upon receipt of written notice from the Risk Manager.

#### **5.7 Substitution of Securities.**

Pursuant to Public Contract Code Section 22300, substitution of eligible equivalent securities for any funds withheld to ensure performance under this Agreement may be permitted at the request and sole expense of the Contractor. Alternatively, the Contractor may, pursuant to an escrow agreement in a form prescribed by Public Contract Code Section 22300, request payment of retentions funds earned directly to the escrow agent at the sole expense of the Contractor.

#### **5.8 Release of Securities.**

City shall release the Performance and Labor Bonds when the following have occurred:

- (a) Contractor has made a written request for release and provided evidence of satisfaction of all other requirements under Article 5 of this Agreement;
- (b) the Work has been accepted; and
- (c) after passage of the time within which lien claims are required to be made pursuant to applicable laws; if lien claims have been timely filed, City shall hold the Labor Bond until such claims have been resolved, Contractor has provided statutory bond, or otherwise as required by applicable law.

### **ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION**

#### **6.1 Records.**

Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies, certified and accurate copies of payroll records in compliance with all applicable laws, or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Contractor's business, custody of the books and records may be given to City, and access shall be provided by Contractor's successor in interest. Notwithstanding the above, the Contractor shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

## **6.2 Reports.**

Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

## **6.3 Ownership of Documents.**

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

## **6.4 Confidentiality and Release of Information.**

(a) information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorneys' fees, caused by or incurred as a result of Contractor's conduct.

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

## **ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION**

### **7.1 California Law.**

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

### **7.2 Disputes.**

(a) Default; Cure. In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Contractor is in default, the City shall hold all invoices and shall proceed with payment on the invoices only when the default is cured. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Contractor's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

(b) Dispute Resolution. This contract is subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the California Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates

certain procedures for the filing of claims and supporting documentation by the Contractor, for the response to such claims by the City, for a mandatory meet and confer conference upon the request of the Contractor, for mandatory non-binding mediation in the event litigation is commenced, and for mandatory judicial arbitration upon the failure to resolve the dispute through mediation. This Agreement hereby incorporates the provisions of Article 1.5 as though fully set forth herein.

### **7.3 Retention of Funds.**

Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect City as elsewhere provided herein.

### **7.4 Waiver.**

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

### **7.5 Rights and Remedies are Cumulative.**

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

### **7.6 Legal Action.**

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Contractor shall file a claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue a legal action under this Agreement.



### **7.7 Liquidated Damages.**

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of One-Thousand and Fifty Dollars (\$1,050) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages. Pursuant to Government Code Section 4215, Contractor shall not be assessed liquidated damages for delay in completion of the project when such delay was caused by the failure of the public agency or owner of the utility to provide for removal or relocation of utility facilities.

### **7.8 Termination Prior to Expiration of Term.**

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Contractor reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

### **7.9 Termination for Default of Contractor.**

If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

#### **7.10 Attorneys' Fees.**

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

#### **7.11 Unfair Business Practices Claims.**

In entering into this Agreement, Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials related to this Agreement. This assignment shall be made and become effective at the time the City renders final payment to the Contractor without further acknowledgment of the Parties.

### **ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION**

#### **8.1 Non-liability of City Officers and Employees.**

No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

#### **8.2 Conflict of Interest.**

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

### **8.3 Covenant Against Discrimination.**

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class.

### **8.4 Unauthorized Aliens.**

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

## **ARTICLE 9. MISCELLANEOUS PROVISIONS**

### **9.1 Notices.**

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Rancho Palos Verdes, 30940 Hawthorne Boulevard, Ranchos Palos Verdes, California 90275 and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section. All correspondence relating to this Agreement shall be serialized consecutively.

### **9.2 Interpretation.**

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

### **9.3 Counterparts.**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

#### **9.4 Integration; Amendment.**

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

#### **9.5 Severability.**

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

#### **9.6 Warranty & Representation of Non-Collusion.**

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Contractor warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Contractor further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Contractor's Authorized Initials \_\_\_\_\_

#### **9.7 Corporate Authority.**

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver

this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

**[SIGNATURES ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date and year first-above written.

**CITY:**

CITY OF RANCHO PALOS VERDES, a  
municipal corporation

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

**ALESHIRE & WYNDER, LLP**

\_\_\_\_\_  
David J. Aleshire, City Attorney

**CONTRACTOR:**

[CONTRACTOR]

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

Address:

**Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

**A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.**

STATE OF CALIFORNIA            )

COUNTY OF XXXX                )

On \_\_\_\_\_ before me, \_\_\_\_\_

*Date*

*Here Insert Name and Title of Officer*

personally appeared \_\_\_\_\_

*Name(s) of Signer(s)*

\_\_\_\_\_  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
*Signature of Notary Public*

Place Notary Seal Above

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

**A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.**

STATE OF CALIFORNIA            )

COUNTY OF XXXX                )

On \_\_\_\_\_ before me, \_\_\_\_\_

*Date*

*Here Insert Name and Title of Officer*

personally appeared \_\_\_\_\_

*Name(s) of Signer(s)*

\_\_\_\_\_

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
*Signature of Notary Public*

Place Notary Seal Above



## **EXHIBIT "A"**

### **SCOPE OF WORK**

- I.** Contractor shall perform all of the work and comply with all of the specifications and requirements in the "Plans", "Notice Inviting Bids", "Instructions to Bidders", "General Provisions," and "Special Provisions" included in the bid documents for the project entitled **BUS STOP ADA IMPROVEMENTS**, including any documents or exhibits referenced therein.
  
- II. Brief description of the work to be performed:**

The general items of work include construction of curb, sidewalk, ADA ramps, AC pavement, bench, grading, landscape and irrigation restoration, wheel stops, excavation, and all other items that are required to complete the work. The work to be done shall include furnishing all materials, equipment, tools, labor, and incidentals as required by the Plans, Specifications, and Contract Documents, in the City of Rancho Palos Verdes, California.
  
- III.** In addition to the requirements of Section 6.2, during performance of the work, Contractor will keep the City apprised of the status of performance by delivering the following status reports:
  - A. Daily Reports
  - B. Certified Payroll
  
- IV.** All work is subject to review and acceptance by the City, and must be revised by the Contractor without additional charge to the City until found satisfactory and accepted by City.
  
- V.** Contractor shall provide safe and continuous passage for pedestrian and vehicular traffic in accordance with the California Manual on Uniform Traffic Control Devices (MUTCD), latest edition.

**EXHIBIT “B”**

**SPECIAL REQUIREMENTS**

**(Superseding Contract Boilerplate)**

## **EXHIBIT “C”**

### **SCHEDULE OF COMPENSATION**

- I.** Contractor shall perform all work at the rates on the Bid Schedule submitted as part of Contractor’s Proposal, and listed below:
  
- II.** A retention of five percent (5%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.
  
- III.** Within the budgeted amounts for each item on the Bid Sheet, and with the approval of the Contract Officer, funds may be shifted from one item’s sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Work is approved per Section 1.10.
  
- IV.** The City will compensate Contractor for the Services performed upon submission of a valid invoice. Each invoice is to include:
  - A.** Line item for each bid item and the quantity agreed upon for that invoice period.
  - B.** Line items for all materials and equipment properly charged to the Services, when applicable.
  - C.** Line items for all other approved reimbursable expenses claimed, with supporting documentation, when applicable.
  - D.** Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services, when applicable.
  
- V.** The total compensation for the Services shall not exceed [BID SCHEDULE AMOUNT] as provided in Section 2.1 of this Agreement.

## **EXHIBIT “D”**

### **SCHEDULE OF PERFORMANCE**

- I.** Contractor shall perform all work within twenty (20) working days starting on the Notice to Proceed date. Prior to the Notice to Proceed, the Contractor must submit a project schedule for approval.
- II.** Contractor shall deliver the following tangible work products to the City by the following dates.
  - A.** Daily Reports will be delivered to the City weekly. Daily Reports must be delivered and accepted prior to any progress payment up until the date that work is being invoiced for.
  - B.** Certified payroll will be delivered to the City biweekly. Certified payroll must be delivered and accepted prior to any progress payment up until the date that work is being invoiced for.
- III.** The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.

## CITY OF RANCHO PALOS VERDES

### INSTRUCTIONS FOR EXECUTION OF INSTRUMENTS

THIS IS INSTRUCTION ONLY - IT IS NOT TO BE SIGNED OR USED IN CONJUNCTION WITH THE AGREEMENT OR ANY OTHER FORMS THAT MUST BE TURNED INTO THE CITY OF RANCHO PALOS VERDES - IT IS SIMPLY A FORMAT TO USE WHEN FILLING OUT DOCUMENTS.

1. By an Individual. The individual must sign the instrument, and if he/she is doing business under a fictitious name, the fictitious name must be set forth. The signature must be acknowledged before a Notary Public, using the proper form of acknowledgment.
2. By a Partnership. The name of the partnership must be set forth followed by the signatures of less than all of the partners will be acceptable only if submitted with evidence of authority to act on behalf of the partnership. The signatures must be acknowledged before a Notary Public, using the proper form of acknowledgment.
3. By a Corporation. The name of the corporation must be set forth, followed by the signatures of the President or Vice President and Secretary or Assistant Secretary. The signatures must be acknowledged before a Notary Public, using the proper form of acknowledgment.
4. By a Surety. The name of the surety must be set forth, followed by an authorized signature. The signatures must be acknowledged before a Notary Public, using the proper form of acknowledgment.

**INSURANCE REQUIREMENTS FOR CITY OF RANCHO PALOS VERDES  
PUBLIC WORKS CONTRACT**

The Contractor shall at all time during the term of this Agreement carry, maintain, and keep in full force and effect, with an insurance company admitted to do business in California and approved by the City (1) a policy or policies of broad-form comprehensive general liability insurance with minimum limits of \$2,000,000.00 combined single limit coverage against any injury, death, loss, or damage as a result of wrongful or negligent acts by the Contractor, its officers, employees, agents, and independent contractors in performance of services under this Agreement; (2) property damage insurance with a minimum limit of \$1,000,000.00; (3) automotive liability insurance with a minimum combined single limits coverage of \$1,000,000.00; and (4) workers' compensation insurance in the amount required by law. The City, its officers, employees, attorneys, and volunteers shall be named as additional insured on the policy(ies) as to comprehensive general liability, property damage, and workers' compensation coverages.

1. Acceptable insurance coverage shall be placed with carriers admitted to write insurance in California, or carriers with a rating of, or equivalent to, A:VII by A.M. Best & Company. Any deviation from this rule shall require specific approval, in writing, from the City.
2. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through addition of additional insured to the policy) by the insurance carrier without the insurance carrier giving the City thirty (30) days prior written notice thereof. The Contractor agrees that it will not cancel, reduce or otherwise modify said insurance coverage.
3. The Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, and such insurance is available at a reasonable cost, the City may take out the necessary insurance and pay the premium thereon, and the repayment thereof shall be deemed an obligation of the Contractor and the cost of such insurance may be deducted, at the option of the City, from payments due the Contractor.
4. The Contractor shall submit to the City (1) insurance certificates indicating compliance with the minimum workers' compensation insurance requirements above, and (2) insurance policy endorsements above, not less than one (1) day prior to beginning of performance under this Agreement. Endorsements must be executed on the City's appropriate standard forms entitled "Additional Insured Endorsement," copies of which are attached hereto.

Bond No. \_\_\_\_\_

PAYMENT BOND  
(LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Rancho Palos Verdes, California ("Public Agency"), has awarded to

\_\_\_\_\_  
*(Name and address of Contractor)*

("Principal"), a contract (the "Contract"), which is incorporated herein by this reference, for the work described as follows:

\_\_\_\_\_  
WHEREAS, Principal is required under the terms of the Contract and the California Civil Code to file a good and sufficient payment bond with the Public Agency to secure the payment of claims of laborers, mechanics, material persons, and other persons as provided by law.

NOW, THEREFORE, we, the undersigned Principal, and \_\_\_\_\_

\_\_\_\_\_  
*(Name and address of Surety)*

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency and all subcontractors, laborers, material persons, and other persons employed in the performance of the Contract in the penal sum of \_\_\_\_\_

\_\_\_\_\_  
Dollars (\$ \_\_\_\_\_) (the "Penal Sum"), this amount being not less than one hundred percent (100%) of the total Contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, or subcontractors shall fail to pay any of the persons named in Section 9100 of the California Civil Code, or any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to work or labor performed under the Contract, the Surety will pay for the same in an amount not exceeding the Penal Sum specified in this bond; otherwise, this obligation shall become null and void.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the California Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon the bond. In case suit is brought upon this bond, Surety further agrees to pay, in addition to the Penal Sum, all costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the Public Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Further, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed there

under, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications there under. Surety hereby waives the provisions of California Civil Code sections 2845 and 2849.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: \_\_\_\_\_

“Principal”

“Surety”

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Its

By: \_\_\_\_\_  
Its

By: \_\_\_\_\_  
Its

By: \_\_\_\_\_  
Its

*Note: This bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.*



Bond No. \_\_\_\_\_

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Rancho Palos Verdes ("Public Agency"), has awarded to \_\_\_\_\_

\_\_\_\_\_  
(Name and address of Contractor)

("Principal"), a contract (the "Contract"), which is incorporated herein by this reference, for the work described as follows:

\_\_\_\_\_  
WHEREAS, Principal is required under the terms of the Contract to file a good and sufficient performance bond with the Public Agency for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and \_\_\_\_\_

\_\_\_\_\_  
(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) (the "Penal Sum"), this amount being not less than one hundred percent (100%) of the total Contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform all the undertakings, terms, covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part to be kept and performed, all within the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and hold harmless the Public Agency, its officers, agents, employees, and others as therein provided, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay, in addition to the Penal Sum, all costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the Public Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code sections 2845 and 2849. The City is the principal beneficiary of this bond and has all rights of a party hereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: \_\_\_\_\_

“Principal”

“Surety”

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
Its

By: \_\_\_\_\_  
Its

By: \_\_\_\_\_  
Its

By: \_\_\_\_\_  
Its

*Note: This bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.*

**WORKERS' COMPENSATION  
CERTIFICATE OF INSURANCE**

WHEREAS, the City of Rancho Palos Verdes has required certain insurance to be provided by:

---

NOW THEREFORE, the undersigned insurance company does hereby certify that it has issued the policy or policies described below to the following named insureds and that the same are in force at this time:

1. This certificate is issued to:

City of Rancho Palos Verdes  
City Hall  
30940 Hawthorne Boulevard  
Rancho Palos Verdes, California 90275

2. The insureds under such policy or policies are:
- 

3. Workers' Compensation Policy or Policies in a form approved by the Insurance Commissioner of California covering all operations of the named insureds as follows:

<u>Policy Number</u>	<u>Effective Date</u>	<u>Expiration Date</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. Said policy or policies shall not be canceled, nor shall there be any reduction in coverage or limits of liability, unless and until thirty days' written notice thereof has been served upon the City Clerk of the City of Rancho Palos Verdes

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Its Authorized Representative

## **AGREEMENT TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS**

1. Contractor acknowledges that the project as defined in this Agreement between Contractor and the City, to which this Agreement to Comply with California Labor Law Requirements is attached and incorporated by reference, is a "public work" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"), and that this Agreement is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Contractor shall perform all work on the project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.
2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.
3. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.
4. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.
5. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records.
6. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code title 8, section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code.

Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay.

8. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

9. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any failure.

10. To the maximum extent permitted by law, Contractor shall indemnify, hold harmless and defend (at Contractor's expense with counsel reasonably acceptable to the City) the City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Contractor under this Section shall survive termination of the Agreement.

Date \_\_\_\_\_ Signature 1: \_\_\_\_\_

Date \_\_\_\_\_ Signature 2: \_\_\_\_\_

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT  
AND WAIVER OF SUBROGATION AND CONTRIBUTION**

Contract/Agreement/License/Permit No. or description: \_\_\_\_\_

Indemnitor(s) *(list all names)*:

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the City of Rancho Palos Verdes and its elected officials, officers, attorneys, agents, employees, volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to any act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced contract, agreement, license, or permit (the "Agreement") or the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against an Indemnitee shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code 2782(a) or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees.

Indemnitor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent active or passive negligence by the Indemnitees.

In the event there is more than one person or entity named in the Agreement as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

"Indemnitor"

Name \_\_\_\_\_

Name \_\_\_\_\_

By: \_\_\_\_\_  
Its

By: \_\_\_\_\_  
Its

## ADDITIONAL INSURED ENDORSEMENT - COMPREHENSIVE GENERAL LIABILITY

---

*Name and address of named insured ("Named Insured"):*

---

*Name and address of Insurance Company ("Company"):*

---

*General description of agreement(s), permit(s), license(s), and/or activity (ies) insured:*

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The \_\_\_\_\_ ("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.
2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.
3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.
4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.
5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.
6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereof. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.
7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.
9. This endorsement and all notices given hereunder shall be sent to Public Agency at:
10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH  
THIS ENDORSEMENT ATTACHES

POLICY PERIOD  
FROM/TO

LIMITS OF  
LIABILITY

---



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11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- |  |  |
|--|--|
| <input type="checkbox"/> Contractual Liability         | <input type="checkbox"/> Explosion Hazard            |
| <input type="checkbox"/> Owners/Landlords/Tenants      | <input type="checkbox"/> Collapse Hazard             |
| <input type="checkbox"/> Manufacturers/Contractors     | <input type="checkbox"/> Underground Property Damage |
| <input type="checkbox"/> Products/Completed Operations | <input type="checkbox"/> Pollution Liability         |
| <input type="checkbox"/> Broad Form Property Damage    | <input type="checkbox"/> Liquor Liability            |
| <input type="checkbox"/> Extended Bodily Injury        | <input type="checkbox"/> _____                       |
| <input type="checkbox"/> Broad Form Comprehensive      | <input type="checkbox"/> _____                       |
| General Liability Endorsement                          | <input type="checkbox"/> _____                       |

12. A ☐ deductible or ☐ self-insured retention (*check one*) of \$\_\_\_\_\_ applies to all coverage(s) except: \_\_\_\_\_ (*if none, so state*). The deductible is applicable ☐ per claim or ☐ per occurrence (*check one*).

13. This is an ☐ occurrence or ☐ claims made policy (*check one*).

14. This endorsement is effective on \_\_\_\_\_ at 12:01 a.m. and forms a part of Policy Number \_\_\_\_\_.

I, \_\_\_\_\_ (*print name*), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative

(*Original signature only; no facsimile signature or initialed signature accepted*)

Telephone No.: (\_\_\_\_\_) \_\_\_\_\_



## ADDITIONAL INSURED ENDORSEMENT - AUTOMOBILE LIABILITY

Name and address of named insured ("Named Insured"): \_\_\_\_\_

\_\_\_\_\_  
Name and address of Insurance Company ("Company"): \_\_\_\_\_

\_\_\_\_\_  
General description of agreement(s), permit(s), license(s), and/or activity (ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The \_\_\_\_\_ ("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.
2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.
3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.
4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.
5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.
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7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Manager  
City of Rancho Palos Verdes  
30940 Hawthorne Boulevard  
Rancho Palos Verdes, California 90275

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH  
THIS ENDORSEMENT ATTACHES

POLICY PERIOD  
FROM/TO

LIMITS OF  
LIABILITY

---

---

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

✓ Any Automobiles	✓ Truckers Coverage
✓ All Owned Automobiles	✓ Motor Carrier Act
✓ Non-owned Automobiles	✓ Bus Regulatory Reform Act
✓ Hired Automobiles	✓ Public Livery Coverage
✓ Scheduled Automobiles	✓ _____
✓ Garage Coverage	✓ _____

12. A ☐ deductible or ☐ self-insured retention (*check one*) of \$\_\_\_\_\_ applies to all coverage(s) except: \_\_\_\_\_ (*if none, so state*). The deductible is applicable G per claim or G per occurrence (*check one*).

13. This is an ☐ occurrence or ☐ claims made policy (*check one*).

14. This endorsement is effective on \_\_\_\_\_ at 12:01 a.m. and forms a part of Policy Number \_\_\_\_\_.

I, \_\_\_\_\_ (*print name*), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed \_\_\_\_\_, 20\_\_\_\_

Telephone No.: (\_\_\_\_\_) \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative  
(*Original signature only; no facsimile signature  
or initialed signature accepted*)

## ADDITIONAL INSURED ENDORSEMENT - EXCESS LIABILITY

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*Name and address of named insured ("Named Insured"):*

---

*Name and address of Insurance Company ("Company"):*

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*General description of agreement(s), permit(s), license(s), and/or activity (ies) insured:*

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The \_\_\_\_\_  
("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.
2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.
3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought, except with respect to the limits of the Company's liability.
4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.
5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.
6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.
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8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Manager  
City of Rancho Palos Verdes  
30940 Hawthorne Boulevard  
Rancho Palos Verdes, California 90275

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH  
THIS ENDORSEMENT ATTACHES

POLICY PERIOD  
FROM/TO

LIMITS OF  
LIABILITY

☐ Following Form

☐ Umbrella Liability

☐ \_\_\_\_\_

11. Applicable underlying coverages:

INSURANCE COMPANY

POLICY NO.

AMOUNT

12. The following inclusions, exclusions, extensions or specific provisions relate to the above coverages:

13. A ☐ deductible or ☐ self-insured retention (*check one*) of \$ \_\_\_\_\_ applies to all coverage(s) except: \_\_\_\_\_ (*if none, so state*). The deductible is applicable ☐ per claim or ☐ per occurrence (*check one*).

14. This is an ☐ occurrence or ☐ claims made policy (*check one*).

15. This endorsement is effective on \_\_\_\_\_ at 12:01 a.m. and forms a part of Policy Number

I, \_\_\_\_\_ (*print name*), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative

(*Original signature only; no facsimile signature  
or initialed signature accepted*)

Telephone No.: (\_\_\_\_\_) \_\_\_\_\_

# **Appendix I**

## **MATERIAL RECYCLE PACKET**



## CITY OF RANCHO PALOS VERDES

### C&D MATERIALS ESTIMATE

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# Waste Management Planning for Construction and Demolition (C&D) Projects

The attached packet is designed to track the amount of C&D debris diverted or disposed during the life of your project. Its contents are as follows:

- Form A is the **C&D Project Information**. This page asks for basic project information, such as type, description, and contact information.
- Form B is the **C&D Pre-Project Worksheet**. This form allows you to estimate the amount of debris to be generated during the course of your project. Space has been provided to list non-routine items such as draperies and fixtures that may be salvaged during deconstruction of a building. Conversion factors are provided at the end of packet for estimating purposes.
- Form C is the **C&D Post-Project Summary**. This is your method to tabulate actual disposal and diversion activities at the end of your project and must be accompanied with supporting documentation, such as receipts or weight tickets.

**Forms A and B are to be submitted together at the time of material submittal. Form C is to be submitted at the end of the project, prior to final acceptance of project.**

If you require assistance in locating a recycling facility for a specific material, there are a number of websites that provide up to date information:

- <http://www.ciwmb.ca.gov/ConDemo/recyclers>
- <http://ladpw.org/epd/brtap/recyclingsite/index.cfm>

You may also contact Public Works at 310-544-5245 or pick up a resource list from the Public Works department.

**Your assistance will help us accurately account for C&D recycling within the City. We look forward to being of service to you and greatly appreciate your time and cooperation.**



# CITY OF RANCHO PALOS VERDES

Public Works Department

(310) 544-5252

## FORM A – PROJECT INFORMATION

Complete this form prior to commencing a building or demolition permit for all municipal projects, or projects on public property.

*This form must be completed and approved or a demolition/building permit will NOT be finalized*

The City of Rancho Palos Verdes requires that contractors complete the following Waste Management Plan for the reduction of waste produced from demolition and construction work performed within the City. City staff will provide assistance in developing and implementing the Waste Management Plan. If you have any questions regarding these requirements, please contact your Project Manager.

Project Name: \_\_\_\_\_ Project Address: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Email: \_\_\_\_\_

Project Type: Mark appropriate box in each column with an "X":

<input type="checkbox"/> New Construction	<input type="checkbox"/> Complete Demolition
<input type="checkbox"/> Renovation	<input type="checkbox"/> Partial Demolition
<input type="checkbox"/> Land Clearing	<input type="checkbox"/> Other

Estimated Project Start Date: \_\_\_\_\_ Estimated Project End Date: \_\_\_\_\_

Detailed Description of Project:

PW OFFICE USE ONLY - Approval Status	
<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
<input type="checkbox"/> Further Explanation Needed	<input type="checkbox"/> Exempt due to Infeasibility
Reviewed by: _____	Date: _____

**\*NOTE\*** There are nine haulers authorized to do business in Rancho Palos Verdes. Please see attached list for contact information. For contractors who own their own bins, please refer to "Recycling and Diversion Facilities Located Near Rancho Palos Verdes" for a list of facilities that accept construction and demolition debris.



# CITY OF RANCHO PALOS VERDES

Public Works Department

(310) 544-5252

## FORM B – PRE-PROJECT WORKSHEET

In the table below, list estimated weight of debris, by material type, that will be generated, recycled, reused, salvaged, disposed, or transformed by this project.  
You must include the haulers and all recyclers, salvage companies, recycling facilities, mixed use material recovery facilities, landfills, or transformation facilities that will be used for this project.

MATERIAL TYPE	GENERATION				DIVERSION			DISPOSAL	Name of Hauler	Name of Facility
	Estimated Volume (cubic yards)	Estimated Weight (tons)	Conversion Factor (lb/cy)	Total Tons to be Generated	Tons to be Recycled	Tons to be Reused or Salvaged	Total Tons Recycled, Reused, or Salvaged	Total Tons to be Disposed or Transformed		
	ENTER ESTIMATE IN VOLUME OR WEIGHT COLUMN ONLY									
Asphalt			772.80							
Bulky Items			80.00							
Cardboard			53.00							
Carpet			147.00							
Carpet Padding			62.00							
Clay Roofing Tile			860.00							
Comp. Roofing Material (not Tile)			731.00							
Concrete			860.00							
Dirt and Sand			929.00							
Durable Plastic Items			50.00							
EPS Packaging and Insulation			32.00							
Fiberglass Insulation			17.00							
Flat Glass			1,400.00							
Gypsum			467.00							
HVAC Ducting			47.00							
Major Appliances			145.00							
Metals			225.00							
Other Aggregates			860.00							
Rock and Gravel			999.00							
Leaves & Grass			312.50							
Trimmings, Branches, & Stumps			127.00							
Trash Bags			35.00							
Wood, Lumber, Pallets			169.00							
Mixed Debris (if no recycling)			1,100.00							
				A	0.00			E	0.00	0.00
<b>MIXED DEBRIS PROCESSING - USE ONLY IF DELIVERING TO A MIXED C&amp;D PROCESSING FACILITY</b>										
Mixed C&D Debris (min. 50% diversion)			1,100.00	B	0.00			F		
<b>TOTAL GENERATION</b>				C	0.00	<b>TOTAL DIVERSION</b>		G	0.00	0.00
				A+B=C				D+E+F=G		
<b>ITEMIZED BUILDING MATERIAL LIST (E.G. DOORS, WINDOWS, FIXTURES, ETC.)</b>										
<b>ESTIMATED TOTAL (complete needed columns)</b>					(G÷C)*100 <div style="border: 1px solid black; width: 50px; height: 30px; display: inline-block;"></div> <b>ESTIMATED TOTAL PROJECT DIVERSION RATE</b>					
Item	Quantity	Size	Tons	Cu. Yards						
			D							
			D							
			D							





# CITY OF RANCHO PALOS VERDES

Public Works Department

(310) 544-5252

## FORM C – POST-PROJECT SUMMARY

Project Name: \_\_\_\_\_ Project Address: \_\_\_\_\_

Contractor Name: \_\_\_\_\_ Date: \_\_\_\_\_

Within 30 days after completion of your project, provide facility name, material, and total tonnage disposed and/or diverted. Copies of documentation, (i.e. weight tickets) must be attached. If an approved mixed waste processing facility was used, a report by the facility for this project is preferred. Return the completed form to your Public Works Project Manager. You may use additional sheets if necessary.

### SUMMARY

#### I. DISPOSAL FACILITIES

Please list all disposal facilities (i.e. landfill or transformation) used for this project and enter the sum of all tickets/receipts per facility:

FACILITY NAME	Tons, CY, or Units

FACILITY NAME	Tons, CY, or Units
Sub Total	A

#### II. RECYCLING/REUSE/SALVAGE FACILITIES

Please list all recycling facilities or recyclers used for this project and enter the sum of all tickets/receipts per facility, by material recycled:

FACILITY/RECYCLER NAME	MATERIAL	Tons, CY, or Units
Sub Total	B	

#### III. MIXED C&D DEBRIS PROCESSING FACILITIES

Please list all approved mixed C&D processing facilities used and enter the sum of all tickets/receipts per facility:

FACILITY NAME	TOTAL TONS DELIVERED	TONS DIVERTED	TONS DISPOSED
		D	C

### PROJECT TOTALS

Please enter disposal and diversion totals for each item below, according to letter. Totals reported must match those listed in Sections I-III:

TOTAL DISPOSED E A+C TOTAL DIVERTED F B+D TOTAL GENERATED G E+F

OVERALL PROJECT DIVERSION RATE (F÷G)\*100

To the best of my knowledge, the above information is an accurate representation of the disposition of the construction and demolition materials generated on the job-site. I understand that the City of Rancho Palos Verdes may audit disposal and recycling documentation for this project.

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

#### PW OFFICE USE ONLY

Project Name: \_\_\_\_\_

Project Address: \_\_\_\_\_

Diversion Requirement Met: ☐ Yes ☐ No

Final Compliance Report Approved: ☐ Yes ☐ No

Summary Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

# Conversion Factors for C&D Reporting

Material	Size	LBS
Asphalt, crushed	1 cubic foot	45
Asphalt/paving, crushed	1 cubic yard	1,380
Asphalt/shingles comp, loose	1 cubic yard	418.5
Asphalt/shingles comp	400 sq. ft. coverage	225
Asphalt/shingles comp	Square	56.25
Asphalt/tar roofing	1 cubic yard	2,919
Brick, common hard	1 cubic foot	112-125
Brick, whole	1 cubic yard	3,024
Cement, bulk	1 cubic foot	100
Cement, mortar	1 cubic foot	145
Ceramic tile, loose 6" x 6"	1 cubic yard	1,214
Chalk, lumpy	1 cubic foot	75-85
Charcoal	1 cubic foot	15-30
Clay, kaolin	1 cubic foot	22-33
Clay, potter's dry	1 cubic foot	119
Concrete, cinder	1 cubic foot	90-110
Concrete, scrap, loose	1 cubic yard	1,855
Cork, dry	1 cubic foot	15
Earth, common, dry	1 cubic foot	70-80
Earth, loose	1 cubic foot	76
Earth, moist, loose	1 cubic foot	78
Earth, mud	1 cubic foot	104-112
Earth, wet, containing clay	1 cubic foot	100-110
Granite, broken or crushed	1 cubic foot	95-100
Granite, solid	1 cubic foot	130-166
Gravel, dry	1 cubic foot	100
Gravel, loose	1 cubic yard	2,565
Gravel, wet	1 cubic foot	100-120

<b>Material</b>	<b>Size</b>	<b>LBS</b>
Mortar, hardened	1 cubic foot	100
Mortar, wet	1 cubic foot	150
Mud, dry close	1 cubic foot	110
Mud, wet fluid	1 cubic foot	120
Pebbles	1 cubic foot	90-100
Pumice, ground	1 cubic foot	40-45
Pumice, stone	1 cubic foot	39
Quartz, sand	1 cubic foot	70-80
Quartz, solid	1 cubic foot	165
Rock, loose	1 cubic yard	2,570
Rock, soft	1 cubic foot	100-110
Sand, dry	1 cubic foot	90-110
Sand, loose	1 cubic yard	2,441
Sand, moist	1 cubic foot	100-110
Sand, wet	1 cubic foot	110-130
Sheetrock scrap, loose	1 cubic yard	393.5
Slate, fine ground	1 cubic foot	80-90
Slate, granulated	1 cubic foot	95
Slate, solid	1 cubic foot	165-175
Soil/sandy loam, loose	1 cubic yard	2,392
Stone or gravel	1 cubic foot	95-100
Stone, crushed	1 cubic foot	100
Stone, crushed, size reduced	1 cubic yard	2,700
Stone, large	1 cubic foot	100

# Recyclers

## **CHANDLER'S INERT SOLID LANDFILL**

26311 Palos Verdes Drive East • Rolling Hills Estates • **310-784-2900**

Notes: concrete, asphalt, clay dirt, sand rock

## **ALEXANDER LAND CLEARING, INC**

1311 East Lomita Boulevard • Carson • **310-835-0247**

Notes: asphalt and concrete

## **CALIFORNIA WASTE SERVICES**

621 West 152<sup>nd</sup> Street • Gardena • 90247 • **800-839-5550**

Notes: Provide roll-off and 3-yard bins for recycling of mixed C&D.

## **JWR**

3031 East "I" Street 90744

Wilmington (In Los Angeles)

**Phone:** (562) 590 - 8531 **Fax:** (562) 590 - 8584

Notes: processes mixed construction and demolition debris. (Anticipated to be open to public in fall 2003)

## **LOONEY BINS**

**1-800-LOONEY BINS (566-6392)**

Notes: Provide roll-off and 3-yard bins for recycling of mixed C&D.

## **COMMUNITY RECYCLING/RESOURCE RECOVERY**

9147 DeGarmo Avenue • Sun Valley • 91352 • **818-767-7511**

Notes: mixed construction and demolition debris; cardboard, pallets

## **MASTER RECYCLING CENTER**

2845 Durfee Avenue • El Monte • 91732 • **626-350-4404**

Notes: dirt; all and any type of C&D materials and/or projects; Public Only

## **DAN COPP CRUSHING CORP.**

12017 Greenstone Avenue • Santa Fe Springs • 92670 • **714-777-6400**

Notes: clean asphalt and concrete, no dirt, wood, trash, deleterious or hazardous material

## **EARTHSHINE**

13633 S. Central Avenue • Los Angeles • 90059 • **714-897-4311**

Notes: asphalt and/or concrete mixed with dirt and clean dirt

## **HANSON AGGREGATE (FORMERLY BLUE DIAMOND MATERIAL)**

5625 Southern Avenue • South Gate • 90280 • **800-300-6120**

Notes: asphalt millings and grindings, concrete block, slump stone

## **BASE MATERIALS, INC.**

2121 East 25<sup>th</sup> Street • Los Angeles • 90058 • **818-767-3088**

Notes: clean concrete and dirt

## **LU MAR INDUSTRIAL METALS COMPANY**

2120 North Alameda • Compton • **323-636-0156**

Notes: industrial scrap, all metals, all C&D

***D&T RECYCLING & SALVAGE***

14113 Garfield • Paramount • **562-531-4990**

Notes: all scrap metals

***PHILLIPS RECYCLING***

6544½ Cherry Avenue • Long Beach • **562-422-9556**

Notes: scrap metals

***AAA CARPET RECYCLING***

5542 West Washington Boulevard • Los Angeles • 90016 • **213-933-3323**

Notes: carpet pad

***CARPET PAD RECYCLING***

12030 Sherman Way • North Hollywood • 91605 • **818-503-9454**

Notes: carpet/pad

***DUPONT FLOORING SYSTEM***

15651 Satcoy Court • Van Nuys • 91406 • **818-374-5243**

Notes: carpet

***PAD & CARPET RECYCLERS OF AMERICA***

7803 Noble Avenue • Van Nuys • 91405 • **818-787-6606**

Notes: carpet/pad

***D&D RECYCLING***

1320 West El Segundo Boulevard • Gardena • 90247 • **310-329-8475**

Notes: carpet/pad

## **Reuse Organizations**

***HABITAT FOR HUMANITY- SOUTH BAY/LONG BEACH***

4320 Atlantic Avenue • Long Beach • 90807 • **562-427-4663**

Notes: like-new construction materials for affordable housing-cabinets, sinks, etc.

***LOS ANGELES MATERIALS EXCHANGE (LACOMAX)***

<http://www.lacomax.com>

**888-CLEAN-LA (253-2652)**

***CALIFORNIA MATERIALS EXCHANGE (CALMAX)***

<http://www.ciwmb.ca.gov/CalMAX>


CalMAX@ciwmb.ca.gov **877-520-9703** Toll Free

# RPV's LIST OF AUTHORIZED COMMERCIAL HAULERS



## ROLL-OFFS, DUMPSTERS & BINS Total of 7 Companies 2017

The list below is in alphabetic order. You may contact any hauler from this list. Select the best price and service that suits your needs and deadlines.

CAL MET SERVICES	CA WASTE SERVICES (CWS)	CONSOLIDATED DISPOSAL (aka Republic/ Allied Waste)
P.O. Box 2137 Paramount, CA 90723 (562) 259-1239 Fax (562) 529-7688 <a href="http://www.calmetservices.com">www.calmetservices.com</a> <b>Roll-off &amp; Small Dumpsters/Bins</b>	621 W. 152nd Street Gardena, CA 90247 (310) 538-5998, or 800-839-5550 Fax (310) 538-9040 <a href="http://www.californiawasteservices.com">www.californiawasteservices.com</a> <b>Roll-off &amp; Small Dumpsters/Bins</b>	12949 Telegraph Rd Santa Fe Springs, CA 90670 (800) 299-4898 Fax (562) 906-0251 <a href="http://www.republicservices.com">www.republicservices.com</a> <b>Roll-off &amp; Small Dumpsters/Bins</b>
EDCO CORPORATION	UNIVERSAL WASTE SYSTEMS (UWS)	WASTE MANAGEMENT- L.A. (WM)
950 E. 27th Street Signal Hill, CA 90755 (310) 540-2977 Fax (562) 423-1971 <a href="http://www.edcodisposal.com">www.edcodisposal.com</a> <b>Roll-off &amp; Small Dumpsters/Bins</b>	P.O. Box 3038 Whittier, CA 90605 (800) 631-7016 Fax (562) 941-4915 <a href="http://www.uwscompany.com">www.uwscompany.com</a> <b>Roll-off Only</b>	1970 E. 213th Street Long Beach, CA 90810 (800) 774-0222 Fax (310) 522-6570 <a href="http://www.wm.com">www.wm.com</a> <b>Roll-off &amp; Small Dumpsters/Bins</b>
WEST COAST ROLLOFF		
3100 Puente Street Fullerton, CA 92835 (310) 532-6732 Fax (714) 255-0154 <a href="http://www.westcoastwaste.com">www.westcoastwaste.com</a> <b>Roll-off only</b>		



### RECYCLING SERVICES:

Recycling is offered at a lower/discounted rate. If you have separate recycling bins, ask for a discount. Recycle and Save Money!

**NOTE:** An Encroachment Permit is required for any dumpster or bin placed at the curb or on the public right-of-way. Call the Dept. of Public Works at 310-544-5252 to obtain information and a Permit.

Dumpsters/bins placed on private property (on the driveway and/or yard) do not need an Encroachment Permit.

## **Appendix II**

### **Plans (Separate)**

## **Appendix III**

### **City Hall Facility Schedule Regular Business Hours**

<b>Monday thru Thursday</b>	<b>-</b>	<b>7:30 am to 5:30 pm</b>
<b>Friday</b>	<b>-</b>	<b>7:30 am to 4:30 pm</b>



**Appendix IV**

**Community Development Block Grant (CDBG)**

**Requirements**

## Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **4. Apprentices and Trainees.**

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

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(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

## **Federal Equal Employment Opportunity / Affirmative Action Requirements**

### *Federal Contract Provision*

1. **EQUAL OPPORTUNITY CLAUSE.** During the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  - b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
  - c. The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  - f. In the event of the contractor's noncompliance with the nondiscrimination clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole, or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  - g. The contractor will include the provisions of Paragraph 1a through 1g in every subcontract or purchase order unless exempted by rule, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
2. **NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (Executive Order 11246)**
  - a. The Offeror's or Bidder's attention is called to the Equal Opportunity Clause and the Standard Federal Equal Employment Specifications set forth herein.
  - b. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregated work force in each trade on all construction work in the covered area, are as follows:

<u>Timetables</u>	Goals for Minority Participation for <u>Each Trade</u>	Goals for Female Participation in <u>Each Trade</u>
	28.3%	6.9%

These goals are applicable to all the contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmation action obligations required by the specifications set forth in 41 CFR Part 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order, and the regulations of 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- c. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
- d. As used in this notice, and in the contract resulting from this solicitation, the covered area is the Standard Metropolitan Statistical Area of Los Angeles-Long Beach, specifically the County of Los Angeles, State of California.

### 3. STANDARD FEDERAL EQUAL EMPLOYMENT SPECIFICATIONS (Executive Order 11246).

- a. As used in these specifications:
  - (1) Covered area means the geographical area described in the solicitation from which this contract resulted;
  - (2) Director means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
  - (3) Employer Identification Number (EIN) means the Federal Social Security Number used on the Employer's Quarterly Federal Tax Return, United States Treasury Department Form 941.



- (4) Minority includes:
- (a) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin)
  - (b) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race);
  - (c) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
  - (d) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- b. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- c. If the contractor is participating (pursuant to 41 CFR Part 60-4.5) in a Hometown Plan approved by the United States Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and time tables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO Clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
- d. The contractor shall implement the specific affirmative action standards provided in paragraphs 3g (1) through 3g (16) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- e. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minority or women shall excuse the contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- f. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the United States Department of Labor.
- g. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- (1) Ensure and maintain working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- (2) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
- (3) Maintain a current file of the name, address, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the contractor may have taken.
- (4) Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor; or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
- (5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 3g (2) above.
- (6) Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- (7) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- (8) Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.
- (9) Direct its recruitment efforts, both oral and written, to minority, female, and community organizations; to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment sources, the contractor

shall send written notification to organizations such as the above, describing the opening, screening procedures, and tests to be used in the selection process.

- (10) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth, both on the site and in other areas of a contractor's work force.
  - (11) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3, Uniform Guidelines on Employee Selection Procedures.
  - (12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
  - (13) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
  - (14) Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - (15) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - (16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.
- h. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations 3g(1) through (16). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 3g(1) through (16) of these specifications provided that the contractor actively participates in the group, makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.
- i. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- j. The contractor shall not use the goals and timetables of affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.
- k. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- l. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any

contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

- m. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative actions steps, at least as extensive as those standards prescribed in Paragraph 3g of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR Part 60-1.8 (Show Cause Notice).
  - n. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
  - o. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
  - p. The Director, from time to time, shall issue goals and timetables for minority and female utilization which shall be based on appropriate work force, demographic or other relevant data and which shall cover construction projects or construction contracts performed in specific geographic areas. The goals, which shall be applicable to each construction trade in a covered contractor's or subcontractor's entire work force which is working in the area covered by the goals and timetables, shall be published as notices in the Federal Register, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2.
4. **SPECIFIC EEO REQUIREMENTS.** For a federally assisted construction contract in excess of \$10,000, the contractor/subcontractor shall:
- a. Forward the following EEO certification forms to the contract awarding authority prior to contract award: Certification of Non-segregated Facilities and Certification with Regard to the Performance of Previous Contracts or Subcontracts Subject to the Equal Opportunity Clause and the Filing of Required Reports.
  - b. Submit a notification of subcontracts awarded to the Director, Office of Federal Contract Compliance Programs, United States Department of Labor - ESA, 200 Constitutional Avenue, NW, Room C3325, Washington, D.C., 20210, within 10 working days of award of any subcontract in excess of \$10,000, listing the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting date and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
  - c. Send a notice of the contractor's commitment to equal employment opportunity to labor unions or representatives of workers prior to commencement of construction work.
  - d. Display an equal employment opportunity poster in a conspicuous place available to employees and applicants for employment.
  - e. For contracts in excess of \$10,000, bind subcontractors to the Federal Equal Employment Opportunity requirements by including the provisions of Paragraphs 1 through 3, above, in the subcontract.
  - f. Upon commencement of construction work and until the work is completed, forward the Monthly Employment Utilization Report (Form CC-257) to the contract awarding authority by the end of

each work month. With the initial monthly report, the contractor/subcontractor shall attach the Contractor's List of Federal and Non-Federal Work in Bid Condition Area to the monthly report.

5. **CIVIL RIGHTS ACT OF 1964.** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
6. **SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974.** No person in the United States on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
7. **THE AGE DISCRIMINATION ACT OF 1975.** No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
8. **REHABILITATION ACT OF 1973.** No otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal assistance.

**Contracting With Small Business, Minority Firms,  
Women's Business Enterprise, and Labor Surplus Area Firms**

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*Federal Contract Provision*

1. It is national policy to award a fair share of contracts to Small Business and Minority Firms. Accordingly, affirmative steps must be taken to assure that Small Business and Minority Firms are utilized, when possible, as sources of supplies, equipment, construction and services. Affirmative steps include the following:
  - a. Including qualified Small Business and Minority Firms on solicitation lists.
  - b. Assuring that Small Business and Minority Firms are solicited whenever they are potential sources.
  - c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum Small Business and Minority Firm participation.
  - d. Where the requirement permits, establishing delivery schedules which will encourage participation by Small Business and Minority Firms.
  - e. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce, as required.
  - f. If any subcontracts are to be let, requiring the prime contractor to take the affirmative steps in 1a through 1e above.
2. Grantees shall take similar appropriate affirmative action in support of Women's Business Enterprises.
3. Grantees are encouraged to procure goods and services from Labor Surplus Areas.

## **Compliance with Clean Air and Water Acts**

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### *Federal Contract Provision*

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall *furnish to* the owner, the following:

1. A stipulation by the contractor or subcontractors, that any facility to be utilized in the performance of any non exempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
2. Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.
3. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.
4. Agreement by the contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the contractor will take such action as the government may direct as a means of enforcing such provisions.

### Non-Collusion Affidavit

*State of California Compliance Form – To be submitted with Bid*

§7106. Any public works contract of a public entity shall include an affidavit, in the following form:

State of California                    )  
County of Los Angeles    ) ss.

\_\_\_\_\_, being first duly sworn, deposes and says that, he or she is  
\_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing  
bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership,  
company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that  
the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid,  
and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else  
to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner,  
directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price  
of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that  
of any other bidder, or to secure any advantage against the public body awarding the contract of anyone  
interested in the proposed contract; that all statements contained in the bid are true; and, further, that the  
bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the  
contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any  
corporation, partnership, company association, organization, bid depository, or to any member or agent  
thereof to effectuate a collusive or sham bid."

Project Name: \_\_\_\_\_ Project Number: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

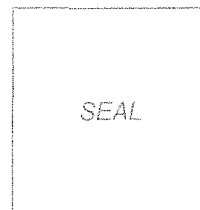
Date: \_\_\_\_\_

SWORN TO AND SUBSCRIBED TO BEFORE ME

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

/s/ Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_





### Non-Segregated Facilities Certification

*Federal Compliance Form – To be submitted with Bid*

The federally-assisted construction contractor certifies that he/she DOES NOT and WILL NOT:

1. Maintain or provide, for his/her employees, any segregated facilities at any of his/her establishments.
2. Permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained.

The federally assisted contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term segregated facilities means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

The federally-assisted contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.

**NOTE:** The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: \_\_\_\_\_ Project Number: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

## Past Performance Certification

*Federal Compliance Form – To be submitted with Bid*

The ☐bidder, ☐proposed sub-contractor, hereby certifies that he/she ☐has, ☐has not, participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114, or 11246, and that he/she ☐has, ☐has not, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Date: \_\_\_\_\_ Project Number: \_\_\_\_\_ Contract Award: \$ \_\_\_\_\_

Awarding Agency: \_\_\_\_\_

Contractor Name: \_\_\_\_\_ Total Number of Employees \_\_\_\_\_

Affiliate Company: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**NOTE:** The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (Generally only contracts or subcontracts of \$10,000 or under are exempt).

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the U.S. Department of the Interior or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

SF-100 (EEO-1) must be filed by:

(A) All private employers who are:

- (1) Subject to Title VII of the Civil Rights Act of 1964 (as amended) with 100 or more employees.
- (2) Subject to Title VII who has fewer than 100 employees, if the company is owned or affiliated with another company, or there is centralized ownership, control or management so that the group legally constitutes a single enterprise, and the entire enterprise employs a total of 100 or more employees.

(B) All federal contractors (private employers), who:

- (1) Are not exempt as provided for by 41 CFR 60-1.5
- (2) Have 50 or more employees, and
  - a. Are prime contractors or first-tier subcontractors, and have a contract, subcontract, or purchase order amounting to \$50,000 or more; or
  - b. Serve as a depository of Government funds in any amount, or is a financial institution, which is an issuing, and paying agent for U.S. Savings Bonds and Notes.

## County Lobbyist Certification

*Los Angeles County Compliance Form – To be submitted with Bid*

### COUNTY LOBBYIST CODE CHAPTER 2.160

COUNTY ORDINANCE NO. 93-0031

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Telephone Number: (    ) \_\_\_\_\_

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the County of Los Angeles and the Community Development Commission, County of Los Angeles:

1) It is understood that each person/entity/firm who applies for a Community Development Commission contract, and as part of that process, shall certify that they are familiar with the requirements of the Los Angeles County Code, Chapter 2.160 (Los Angeles County Ordinance 93-0031) and;

2) That all persons/entities/firms acting on behalf of the above named firm have and will comply with the County Code, and;

3) That any person/entity/firm who seeks a contract with the Community Development Commission shall be disqualified therefrom and denied the contract and, shall be liable in civil action, if any lobbyist, lobbying firm, lobbyist employer or any other person or entity acting on behalf of the named firm fails to comply with the provisions of the County Code.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into contract with the Los Angeles County and the Community Development Commission, County of Los Angeles.

Authorized Official:

\_\_\_\_\_  
(Contractor/Subcontractor)

By:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Title)

### **Worker's Compensation Certification**

*State of California Compliance Form – To be submitted with Bid*

I certify, by signature below, that I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Date: \_\_\_\_\_

Project Number: \_\_\_\_\_

Project Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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**Notice of Equal Employment Opportunity**

*Federal Compliance Form – To be submitted with Bid*

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TO: City of Rancho Palos Verdes  
(Name of Labor Union, Workers Representative, etc.)

\_\_\_\_\_  
(Address)

Name of Business (Contractor): \_\_\_\_\_

Project Name: \_\_\_\_\_ Project Number: \_\_\_\_\_

The Undersigned currently holds a contract with City of Rancho Palos Verdes, involving funds of the U. S. Government, or a subcontract with a prime contractor holding such contract.

You are advised that under the provisions of the above contract or subcontract, and in accordance with Executive Order 11246, the undersigned is obligated not to discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. This obligation not to discriminate in employment includes, but is not limited to the follow:

1. Hiring, placement, upgrading, transfer or demotion;
2. Recruitment, advertising or solicitation for employment;
3. Treatment during employment;
4. Rates of pay or other forms of compensation;
5. Selection for training, including apprenticeship; and
6. Layoff or termination.

This notice is furnished to you pursuant to the provisions of the above contract or subcontract and Executive Order 11246. Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

\_\_\_\_\_  
(Print Name)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Title)

## Federal Lobbyist Certification

*Federal Compliance Form – To be submitted with Bid*

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Telephone Number: (    ) \_\_\_\_\_

**Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the U. S. Department of Housing and Urban Development and the body awarding this federally assisted construction contract:**

1. No Federal appropriated funds have been paid by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of and Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and;
3. The above name firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

**NOTE: This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352 Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.**

Authorized Official:

\_\_\_\_\_  
(Contractor/Subcontractor)

\_\_\_\_\_  
(Date)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

### Prime Contractor's List of Proposed Subcontractors

*Federal Compliance Form – To be submitted with Bid and Updated as Necessary*

*Bidder must list all subcontracts involving labor at the site of construction, regardless of subcontract dollar amount or percentage of bid*

PROJECT NAME \_\_\_\_\_

AWARDING AGENCY \_\_\_\_\_

Location: \_\_\_\_\_

Project Number: \_\_\_\_\_

SUBCONTRACTORS: Name, Address, and Telephone Number	Employer Identification Number	Contractor License Number	Contract Amount	Estimated Start Date	Estimated Completion Date	TRADES TO BE USED

Signature \_\_\_\_\_

\_\_\_\_\_  
Name and Title

Date \_\_\_\_\_

\_\_\_\_\_  
Company Name

<b>U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT</b> <b>REPORT OF ADDITIONAL CLASSIFICATION AND RATE</b>		<b>HUD FORM 4230A</b> <small>OMB Approval Number 2501-0011 (Exp. 09/30/2006)</small>							
<b>1. FROM</b> <i>(name and address of requesting agency)</i>		<b>2. PROJECT NAME AND NUMBER</b>  <b>3. LOCATION OF PROJECT</b> <i>(City, County and State)</i>							
<b>4. BRIEF DESCRIPTION OF PROJECT</b>		<b>5. CHARACTER OF CONSTRUCTION</b> <input type="checkbox"/> Building <input type="checkbox"/> Residential <input type="checkbox"/> Heavy <input type="checkbox"/> Other (specify) <input type="checkbox"/> Highway							
<b>6. WAGE DECISION NO.</b> <i>(include modification number, if any)</i>  <input type="checkbox"/> COPY ATTACHED		<b>7. WAGE DECISION EFFECTIVE DATE</b>							
<b>8. WORK CLASSIFICATION(S)</b>		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center; padding: 5px;">HOURLY WAGE RATES</th> </tr> <tr> <th style="width: 50%; text-align: center; padding: 5px;">BASIC WAGE</th> <th style="width: 50%; text-align: center; padding: 5px;">FRINGE BENEFIT(S) <i>(if any)</i></th> </tr> <tr> <td style="height: 60px;"></td> <td style="height: 60px;"></td> </tr> </table>		HOURLY WAGE RATES		BASIC WAGE	FRINGE BENEFIT(S) <i>(if any)</i>		
HOURLY WAGE RATES									
BASIC WAGE	FRINGE BENEFIT(S) <i>(if any)</i>								
<b>9. PRIME CONTRACTOR</b> <i>(name, address)</i>		<b>10. SUBCONTRACTOR/EMPLOYER, IF APPLICABLE</b> <i>(name, address)</i>							
<div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> <b>Check All That Apply:</b> </div> <div style="margin-bottom: 10px;"> <input type="checkbox"/> The work to be performed by the additional classification(s) is not performed by a classification in the applicable wage decision.         </div> <div> <input type="checkbox"/> The proposed classification is utilized in the area by the construction industry.  <input type="checkbox"/> The proposed wage rate(s), including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage decision.  <input type="checkbox"/> The interested parties, including the employees or their authorized representatives, agree on the classification(s) and wage rate(s).  <input type="checkbox"/> Supporting documentation attached, including applicable wage decision.         </div>									
<div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> <b>Check One:</b> </div> <div> <input type="checkbox"/> Approved, meets all criteria. DOL confirmation requested.  <input type="checkbox"/> One or more classifications fail to meet all criteria as explained in agency referral. DOL decision requested.         </div>									
<div style="text-align: center;">             _____  <b>Agency Representative</b>  <i>(Typed name and signature)</i> </div>		<div style="text-align: center;">             _____  <i>Date</i> </div> <div style="text-align: center; margin-top: 20px;">             _____  <i>Phone Number</i> </div>							
		<div style="border: 1px solid black; padding: 5px;"> <b>FOR HUD USE ONLY</b>  <b>LR2000:</b>   <b>Log in:</b>   <b>Log out:</b> </div>							

HUD-4230A (8-03) PREVIOUS EDITION IS OBSOLETE



## Certification of Understanding and Payroll Authorization

PROJECT NAME/NUMBER

AWARDING AGENCY

COMPANY NAME

COMPANY ADDRESS

LICENSE NUMBER

EMPLOYER IDENTIFICATION NUMBER

DUNS NUMBER

This is to certify that the principal(s), and the authorized payroll officer listed below, have read the "Contractor's Guide to Prevailing Wage Requirements for Federally Assisted Construction" and the Federal Labor Standards Provisions (HUD-4010 form) and that both parties understand these requirements.

The following person is designated as the payroll officer for the company and is authorized to sign the Statement of Compliance that will accompany each weekly Certified Payroll Report for the project:

**PAYROLL OFFICER:** (Individual Responsible for Signing Statements of Compliance)

NAME

TITLE

SIGNATURE

DATE

**PRINCIPAL OWNER / GENERAL PARTNER:** (Listed on CSLB Personnel List)

NAME

TITLE

SIGNATURE

DATE

## Fringe Benefit Payment Certification

PROJECT NAME \_\_\_\_\_

AWARDING AGENCY / CONTRACTOR \_\_\_\_\_

PROJECT LOCATION \_\_\_\_\_

COMPANY NAME \_\_\_\_\_

COMPANY ADDRESS \_\_\_\_\_

LICENSE NUMBER \_\_\_\_\_

EMPLOYER IDENTIFICATION NUMBER \_\_\_\_\_

DUNS NUMBER \_\_\_\_\_

WORK CLASSIFICATION	HOURLY FRINGE BENEFITS PROVIDED		NAME, ADDRESS, AND TELEPHONE NUMBER OF THE APPROVED PLAN, FUND, OR PROGRAM
	Health & Welfare	\$ _____	
	Pension	\$ _____	
	Vacation	\$ _____	
	Apprenticeship/Training	\$ _____	
	Other (explain)	\$ _____	
	<b>TOTAL HOURLY FRINGE</b>	\$ _____	
	Health & Welfare	\$ _____	
	Pension	\$ _____	
	Vacation	\$ _____	
	Apprenticeship/Training	\$ _____	
	Other (explain)	\$ _____	
	<b>TOTAL HOURLY FRINGE</b>	\$ _____	
	Health & Welfare	\$ _____	
	Pension	\$ _____	
	Vacation	\$ _____	
	Apprenticeship/Training	\$ _____	
	Other (explain)	\$ _____	
	<b>TOTAL HOURLY FRINGE</b>	\$ _____	
	Health & Welfare	\$ _____	
	Pension	\$ _____	
	Vacation	\$ _____	
	Apprenticeship/Training	\$ _____	
	Other (explain)	\$ _____	
	<b>TOTAL HOURLY FRINGE</b>	\$ _____	
	Health & Welfare	\$ _____	
	Pension	\$ _____	
	Vacation	\$ _____	
	Apprenticeship/Training	\$ _____	
	Other (explain)	\$ _____	
	<b>TOTAL HOURLY FRINGE</b>	\$ _____	

I Certify under penalty of perjury that:

- ☐ I make payments to approved fringe benefit plans, funds, or programs as listed above.
- OR-**
- ☐ I DO NOT make payments to approved fringe benefit plans, funds, or programs.  
Benefits are added to hourly rates and paid each week to the employees.

AUTHORIZED OFFICIAL NAME \_\_\_\_\_

AUTHORIZED OFFICIAL TITLE/CAPACITY \_\_\_\_\_

AUTHORIZED OFFICIAL SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

# AGENCY REPORT OF CONTRACT AWARD

(2015)

TO: Program Manager/Contract Compliance Officer, Grants Management Unit  
Community Development Commission, County of Los Angeles

Date: \_\_\_\_\_

Project Name \_\_\_\_\_

Project Number \_\_\_\_\_

Agency's Primary Contact Person \_\_\_\_\_

Name of the Local Contracting Agency (LCA) \_\_\_\_\_

LCA – Labor Standards Officer's Name \_\_\_\_\_

LSO Initials \_\_\_\_\_

1. This Agency reports the date for ☐ formal bid opening, or ☐ informal solicitation for this construction contract was: \_\_\_\_\_
2. This ☐ Contract ☐ Subcontract was awarded to the contractor identified below on \_\_\_\_\_ (Date)  
The contract amount for the construction activity to be performed by this Contractor, as detailed below, is: \$ \_\_\_\_\_

## IDENTIFY THE SPECIFIC SCOPE OF WORK FOR THIS CONTRACTOR

Estimated Start Date: \_\_\_\_\_

Estimated Completion Date: \_\_\_\_\_

## IDENTIFY THE TRADES TO BE USED BY THIS CONTRACTOR AT THE CONSTRUCTION SITE

Estimated Workforce: \_\_\_\_\_

<input type="checkbox"/> Asbestos Worker	<input type="checkbox"/> Equipment Operator	Group _____	<input type="checkbox"/> Lather	<input type="checkbox"/> Roofer
<input type="checkbox"/> Bricklayer	<input type="checkbox"/> Glazier		<input type="checkbox"/> Marble setter	<input type="checkbox"/> Sheet metal worker
<input type="checkbox"/> Carpenter	<input type="checkbox"/> Ironworker		<input type="checkbox"/> Painter	<input type="checkbox"/> Terrazzo Worker
<input type="checkbox"/> Cement Mason	<input type="checkbox"/> Laborer	Group _____	<input type="checkbox"/> Plasterer	<input type="checkbox"/> Tile layer
<input type="checkbox"/> Electrician	<input type="checkbox"/> Labor/Striper	Group _____	<input type="checkbox"/> Plumber	<input type="checkbox"/> _____ (other)

3. This is a *Section 3 qualified contract* and a *Section 3 Pre-Bid Meeting* was held on \_\_\_\_\_ (Date) ☐ N/A  
A copy of the completed *Section 3 Bid Evaluation* form was provided to the CDC on \_\_\_\_\_ (Date) ☐ N/A
4. The LCA verified this *Contractor's Eligibility* prior to contract award and documented the project file with search results from:  
The *List of Parties Excluded* from federal contract award internet website (<https://www.sam.gov>) on \_\_\_\_\_ (Date)  
The California Contractors State Licensing Board (CSLB) internet website (<http://www.cslb.ca.gov>) on \_\_\_\_\_ (Date)  
The California Department of Industrial Relations (DIR) internet website (<https://efiling.dir.ca.gov>) on \_\_\_\_\_ (Date)
5. The Contractor(s) acknowledge, by signature below, that: "*This construction project is funded in whole or in part with Federal funds.*"
6. A copy of the *Federal Labor Standards Provisions* (HUD-4010 form), is attached to the contractor's copy of this form.
7. A copy of the applicable *Federal Wage Decision* (identified below) is attached to the contractor's copy of this form.  
Federal Wage Decision Number: CA \_\_\_\_\_ Mod. \_\_\_\_\_, DATED \_\_\_\_\_ (<http://www.wdol.gov/>).
8. The Contractor(s) further acknowledge that federal prevailing wage and fringe benefit rates must be paid to all workers each week.
9. The LCA sent a *Notice of Contract Award* letter to the U.S. Dept. of Labor, OFCCP (contracts \$10,000 or more) on \_\_\_\_\_ (Date) ☐ N/A

☐ PRINT – ☐ Prime Contractor ☐ Subcontractor Company Name

☐ PRINT – ☐ Prime ☐ Sub ☐ Lower-tier Contractor Company Name

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Employer Identification Number: \_\_\_\_\_

Employer Identification Number: \_\_\_\_\_

Contractor License Number: \_\_\_\_\_

Contractor License Number: \_\_\_\_\_

<input type="checkbox"/> Black American	<input type="checkbox"/> Women Owned Business	<input type="checkbox"/> Native American	<input type="checkbox"/> Black American	<input type="checkbox"/> Women Owned Business	<input type="checkbox"/> Native American
<input type="checkbox"/> White American	<input type="checkbox"/> Minority Owned Business	<input type="checkbox"/> Hasidic Jews	<input type="checkbox"/> White American	<input type="checkbox"/> Minority Owned Business	<input type="checkbox"/> Hasidic Jews
<input type="checkbox"/> Hispanic American	<input type="checkbox"/> Section 3 Qualified Business	<input type="checkbox"/> Asian/Pacific American	<input type="checkbox"/> Hispanic American	<input type="checkbox"/> Section 3 Qualified Business	<input type="checkbox"/> Asian/Pacific American

## GUIDELINES FOR COMPLETING THE *AGENCY REPORT OF CONTRACT AWARD FORM*

The *Agency Report of Contract Award* (ARCA) form is designed to protect the interest of all parties concerned and should be completed at the preconstruction conference. Send a copy of the completed form to the GMU Program Manager/Contract Compliance Officer via email. The ARCA will be processed as follows:

- **Local Contracting Agency (LCA) must;**
    - Enter the basic project information on the form,
    - Enter the dollar amount of the Prime Contract
    - Explain the prevailing wage requirements as outlined in the specifications,
    - Do not sign the form until it is returned, completed by the prime and/or sub,
    - Collect form from the contractor and review for accuracy,
    - Sign and fax or email completed forms to the CDBG Reporting Unit.
  - **Prime Contractor must;**
    - Provide an estimated start and end date, and a summary the Scope of Work,
    - Identify the basic trades and number of workers to be used on site,
    - Complete lower left section – business address and EEO portion, and
    - Sign and return the form to the LCA.
    - **For Subcontractor form**, provide the dollar amount of each subcontract
      - Ensure subcontractor has a copy of the *HUD-4010* form & *Federal Wage Decision*
      - Collect form from the subcontractor, review it for accuracy, and forward to LCA.
  - **Subcontractor must;**
    - Provide an estimated start and end date, and a summary the Scope of Work,
    - Identify the basic trades and number of workers to be used on site,
    - Complete lower right section – business address and EEO portion, and
    - Sign and return the form to the Prime Contractor.
1. **Date of formal Bid Opening or Informal Solicitation Date:** LCA identifies the date of formal bid opening was held. For an informal solicitation, the date that the contractor signed a construction contract with the LCA.
  2. **Contract Award Date:**
    - Prime Contracts**, the date an agreement was signed with the LCA.
    - Subcontracts**, the date an agreement was signed with the prime contractor.
  3. **Section 3 Qualified Contracts:** The agency's LSO or *Section 3 Coordinator* will conduct a presentation at the *Section 3 Pre-Bid Meeting*. The meeting must be held by the LCA to inform prospective bidders of hiring and employment requirements and the bid preference opportunity allowed by the Section 3 requirements. Also, during the bid evaluations, the LCA will include a *Section 3* analysis to determine each bidder's *Section 3* Responsiveness and provide CDC with a copy of their evaluation.
  4. **Contractor Eligibility:** Prior to awarding any contract or subcontract the LCA must ensure that each contractor is eligible to receive a federally-funded construction contract. Ensuring that each contractor's license is current and active is part of the LCA bid evaluation process and the eligibility check includes:
    1. Obtaining the state license number of each bidder and proposed sub-contractor
    2. Contact the CA Contractor State License Board at (800) 321-2752 or on-line at <http://www.cslb.ca.gov>
    3. Enter the contractor's license number and click on "Check License"
    4. The License Detail page will display; Business Information, License Status, Personnel List, etc.
    5. Print a copy of this page to assist in completing the contractor's eligibility verification.
    6. Access the CA Department of Industrial Relations website (<https://efiling.dir.ca.gov/PWCR/Search.action>)
    7. Access the Federal List of Excluded Parties on-line at <https://www.sam.gov/>
    8. Enter the business name and all personnel as they appear on the license search
    9. The results of your search will be displayed, print a copy and place it in your Labor Standards Enforcement file
  5. **Contractor Acknowledgement:** acknowledges that the project is federally-funded and the prevailing wage requirements of the *Davis-Bacon and Related Acts* will be administered, monitored, and enforced by the LCA, or their assigned representative, in accordance with the *Federal Labor Standards Provisions*.
  6. **Federal Labor Standards Provisions:** A copy of the current *HUD-4010* form that outlines the labor requirements for each contractor must be included in the bid specifications for all formal competitive bids, or physically attached to each Prime Contract awarded for informal contracts under \$25,000. The Prime Contractor must attach a current copy of the *HUD-4010* form to each subcontract.
  7. **Federal Wage Decision:** A copy of the current *Wage Decision* that identifies the minimum hourly wage and fringe benefit payments to workers must also be included in the bid specifications for all formal competitive bids, or physically attached to each Prime Contract awarded for informal contracts under \$2,000. The Prime Contractor must attach a copy of the applicable *Wage Decision* and *HUD-4010* form to each subcontractor ARCA to ensure that each subcontractor was informed of his/her obligation to pay prevailing hourly wages and fringe benefits to workers each week.
  8. **Contractor's Acknowledgement:** Federal prevailing wage and fringe benefits rates must be paid to workers each week.
  9. **Notice of Contract Award:** For all contracts awarded in the amount of \$10,000 or more, the LCA must ensure that a "Notice of Contract Award" letter is sent to the Office of Federal Contract Compliance Programs (OFCCP) at the address below and a copy of the signed letter must be placed in the project file.

U.S. Department of Labor, Office of Federal Contract Compliance Programs  
1640 South Sepulveda Boulevard, Suite 440  
Los Angeles, CA 90024

## **Federal Wage Decision**

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*Incorporated into the construction contract as part of the Bid Document  
To be physically attached to all subcontracts with the HUD-4010 Federal Labor Standards Provisions*

General Decision Number: CA170033 03/31/2017 CA33

Superseded General Decision Number: CA20160033

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

County: Los Angeles County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/06/2017
1	01/27/2017
2	02/17/2017
3	03/10/2017
4	03/31/2017

ASBE0005-002 07/04/2016

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 38.37	20.13
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 26.15	17.31

ASBE0005-004 07/04/2016

	Rates	Fringes
Asbestos Removal		

worker/hazardous material  
handler (Includes  
preparation, wetting,  
stripping, removal,  
scrapping, vacuuming, bagging  
and disposing of all  
insulation materials from  
mechanical systems, whether  
they contain asbestos or not).....\$ 18.38 10.82

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BOIL0092-003 10/01/2012

	Rates	Fringes
BOILERMAKER.....	\$ 41.17	28.27

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\* BRCA0004-007 05/01/2016

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 39.01	15.55

\*The wage scale for prevailing wage projects performed in  
Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine  
Palms, Needles and 1-15 corridor (Barstow to the Nevada  
State Line) will be Three Dollars (\$3.00) above the  
standard San Bernardino/Riverside County hourly wage rate

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\* BRCA0018-004 06/01/2016

	Rates	Fringes
MARBLE FINISHER.....	\$ 29.20	12.93
TILE FINISHER.....	\$ 24.53	11.08
TILE LAYER.....	\$ 35.89	16.24

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BRCA0018-010 09/01/2016

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 28.53	12.27
TERRAZZO WORKER/SETTER.....	\$ 35.57	13.14

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CARP0409-001 07/01/2016

	Rates	Fringes
CARPENTER		
(1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer.....	\$ 39.83	17.03
(2) Millwright.....	\$ 40.90	17.03
(3) Piledrivermen/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Framer, Rock Bargeman or Scowman, Rockslinger, Shingler		

(Commercial).....	\$ 40.53	17.03
(4) Pneumatic Nailer, Power Stapler.....	\$ 40.09	17.03
(5) Sawfiler.....	\$ 39.83	17.03
(6) Scaffold Builder.....	\$ 31.60	17.03
(7) Table Power Saw Operator.....	\$ 40.93	17.03

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre- drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): \$0.13 per hour additional.

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CARP0409-002 07/01/2008

	Rates	Fringes
Diver		
(1) Wet.....	\$ 663.68	9.82
(2) Standby.....	\$ 331.84	9.82
(3) Tender.....	\$ 323.84	9.82
(4) Assistant Tender.....	\$ 299.84	9.82

Amounts in "Rates" column are per day

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CARP0409-005 07/01/2015

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER....	\$ 40.40	15.03
STOCKER/SCRAPPER.....	\$ 10.00	7.17

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CARP0409-008 08/01/2010

	Rates	Fringes
Modular Furniture Installer.....	\$ 17.00	7.41

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ELEC0011-004 08/01/2016

	Rates	Fringes
ELECTRICIAN (INSIDE ELECTRICAL WORK)		
Journeyman Electrician.....	\$ 41.45	27.96
ELECTRICIAN (INTELLIGENT TRANSPORTATION SYSTEMS Street Lighting, Traffic Signals, CCTV, and Underground Systems)		
Journeyman Transportation Electrician.....	\$ 41.45	27.96
Technician.....	\$ 31.09	27.65

FOOT NOTE:

CABLE SPLICER & INSTRUMENT PERSON: Recieve 5% additional per



hour above Journeyman Electrician basic hourly rate.  
TUNNEL WORK: 10% additional per hour.

#### SCOPE OF WORK - TRANSPORTATION SYSTEMS

##### ELECTRICIAN:

Installation of street lights and traffic signals, including electrical circuitry, programmable controllers, pedestal-mounted electrical meter enclosures and laying of pre-assembled multi-conductor cable in ducts, layout of electrical systems and communication installation, including proper position of trench depths and radius at duct banks, location for man holes, pull boxes, street lights and traffic signals. Installation of underground ducts for electrical, telephone, cable television and communication systems. Pulling, termination and splicing of traffic signal and street lighting conductors and electrical systems including interconnect, detector loop, fiber optic cable and video/cable.

##### TECHNICIAN:

Distribution of material at job site, manual excavation and backfill, installation of system conduits and raceways for electrical, telephone, cable television and communication systems. Pulling, terminating and splicing of traffic signal and street lighting conductors and electrical systems including interconnect, detector loop, fiber optic cable and video/data.

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\* ELEC0011-005 08/01/2016

COMMUNICATIONS & SYSTEMS WORK (excludes any work on Intelligent Transportation Systems or CCTV highway systems)

	Rates	Fringes
Communications System		
Installer.....	\$ 30.73	14.00
Technician.....	\$ 30.10	12.48

SCOPE OF WORK The work covered shall include the installation, testing, service and maintenance, of the following systems that utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for TV monitoring and surveillance, background foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms and low voltage master clock systems.

A. Communication systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems SCADA (Supervisory control/data acquisition PCM (Pulse code modulation) Inventory control systems Digital data systems Broadband & baseband and carriers

Point of sale systems VSAT data systems Data communication systems RF and remote control systems Fiber optic data systems

B. Sound and Voice Transmission/Transference Systems  
Background-Foreground Music Intercom and Telephone Interconnect Systems Sound and Musical Entertainment Systems Nurse Call Systems Radio Page Systems School Intercom and Sound Systems Burglar Alarm Systems Low-Voltage Master Clock Systems Multi-Media/Multiplex Systems Telephone Systems RF Systems and Antennas and Wave Guide

C. \*Fire Alarm Systems-installation, wire pulling and testing.

D. Television and Video Systems Television Monitoring and Surveillance Systems Video Security Systems Video Entertainment Systems Video Educational Systems CATV and CCTV

E. Security Systems, Perimeter Security Systems, Vibration Sensor Systems  
Sonar/Infrared Monitoring Equipment, Access Control Systems, Card Access Systems

\*Fire Alarm Systems

1. Fire Alarms-In Raceways: Wire and cable pulling in raceways performed at the current electrician wage rate and fringe benefits.
2. Fire Alarms-Open Wire Systems: installed by the Technician.

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ELEC1245-001 06/01/2015

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..\$ 52.85		15.53
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....\$ 42.21		14.32
(3) Groundman.....\$ 32.28		14.03
(4) Powderman.....\$ 47.19		14.60

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

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ELEV0018-001 01/01/2017

	Rates	Fringes
ELEVATOR MECHANIC.....\$ 52.21		31.585

## FOOTNOTE:

PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.  
 PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

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 ENGI0012-003 07/01/2016

	Rates	Fringes
OPERATOR: Power Equipment		
(All Other Work)		
GROUP 1.....	\$ 39.95	23.35
GROUP 2.....	\$ 40.73	23.35
GROUP 3.....	\$ 41.02	23.35
GROUP 4.....	\$ 42.51	23.35
GROUP 5.....	\$ 41.86	23.35
GROUP 6.....	\$ 41.83	23.35
GROUP 8.....	\$ 42.84	23.35
GROUP 9.....	\$ 42.19	23.35
GROUP 10.....	\$ 42.96	23.35
GROUP 11.....	\$ 42.31	23.35
GROUP 12.....	\$ 43.13	23.35
GROUP 13.....	\$ 43.23	23.35
GROUP 14.....	\$ 43.26	23.35
GROUP 15.....	\$ 43.34	23.35
GROUP 16.....	\$ 43.46	23.35
GROUP 17.....	\$ 43.63	23.35
GROUP 18.....	\$ 43.73	23.35
GROUP 19.....	\$ 43.84	23.35
GROUP 20.....	\$ 43.96	23.35
GROUP 21.....	\$ 44.13	23.35
GROUP 22.....	\$ 44.23	23.35
GROUP 23.....	\$ 44.34	23.35
GROUP 24.....	\$ 44.46	23.35
GROUP 25.....	\$ 44.63	23.35
OPERATOR: Power Equipment		
(Cranes, Piledriving & Hoisting)		
GROUP 1.....	\$ 43.20	22.15
GROUP 2.....	\$ 43.98	22.15
GROUP 3.....	\$ 44.27	22.15
GROUP 4.....	\$ 44.41	22.15
GROUP 5.....	\$ 44.63	22.15
GROUP 6.....	\$ 44.74	22.15
GROUP 7.....	\$ 44.86	22.15
GROUP 8.....	\$ 45.03	22.15
GROUP 9.....	\$ 45.20	22.15
GROUP 10.....	\$ 46.20	22.15
GROUP 11.....	\$ 47.20	22.15
GROUP 12.....	\$ 48.20	22.15
GROUP 13.....	\$ 49.20	22.15
OPERATOR: Power Equipment		
(Tunnel Work)		
GROUP 1.....	\$ 41.80	23.35
GROUP 2.....	\$ 42.58	23.35

GROUP 3.....	\$ 42.87	23.35
GROUP 4.....	\$ 43.01	23.35
GROUP 5.....	\$ 43.23	23.35
GROUP 6.....	\$ 43.34	23.35
GROUP 7.....	\$ 43.46	23.35

#### PREMIUM PAY:

\$3.75 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6

ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck);

Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

#### GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator;

Remote- control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional);  
Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

#### CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to



and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

#### TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

#### ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1S, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San

Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a thin strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECEIVES BASE RATE

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ENGI0012-004 08/01/2015

Rates

Fringes

OPERATOR: Power Equipment  
(DREDGING)

(1) Leverman.....	\$ 49.50	23.60
(2) Dredge dozer.....	\$ 43.53	23.60
(3) Deckmate.....	\$ 43.42	23.60
(4) Winch operator (stern winch on dredge).....	\$ 42.87	23.60
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 42.33	23.60
(6) Barge Mate.....	\$ 42.94	23.60

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IRON0377-002 07/01/2016

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 28.33	20.64
Ornamental, Reinforcing and Structural.....	\$ 34.75	29.20

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval  
Reserve-Niland,  
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training  
Center-Goldstone, San Clemente Island, San Nicholas Island,  
Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine  
Base - Barstow, U.S. Naval Air Facility - Seale, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base,  
Naval Post Graduate School - Monterey, Yermo Marine Corps  
Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

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LABO0300-001 07/01/2016

	Rates	Fringes
Brick Tender.....	\$ 30.52	18.56

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LABO0300-003 07/04/2016

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1.....	\$ 38.09	19.07
GROUP 2.....	\$ 38.41	19.07
GROUP 3.....	\$ 38.87	19.07
GROUP 4.....	\$ 39.56	19.07
LABORER		

GROUP 1.....	\$ 32.34	19.07
GROUP 2.....	\$ 32.89	19.07
GROUP 3.....	\$ 33.44	19.07
GROUP 4.....	\$ 34.99	19.07
GROUP 5.....	\$ 35.34	19.07

#### LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellow

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber

gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

#### TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabletender; Loading and unloading agitator cars;; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

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LABO0300-005 01/01/2017

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 31.88	16.82

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

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LABO0345-001 07/03/2016

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 37.89	20.50
GROUP 2.....	\$ 36.94	20.50
GROUP 3.....	\$ 33.40	20.50

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0" above base level and which work must be performed in whole or in part more than 75'-0" above base level, that work performed above the 75'-0" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

#### GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

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LABO1184-001 07/04/2016

	Rates	Fringes
Laborers: (HORIZONTAL		
DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 33.65	13.95
(2) Vehicle Operator/Hauler.	\$ 33.82	13.95
(3) Horizontal Directional		
Drill Operator.....	\$ 35.67	13.95
(4) Electronic Tracking		

Locator.....	\$ 37.67	13.95
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 34.86	17.03
GROUP 2.....	\$ 36.16	17.03
GROUP 3.....	\$ 38.17	17.03
GROUP 4.....	\$ 39.91	17.03

#### LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

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LABO1414-001 08/03/2016

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	\$ 31.60	19.28
PLASTER TENDER.....	\$ 34.15	19.28

Work on a swing stage scaffold: \$1.00 per hour additional.

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PAIN0036-001 08/01/2016

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint (excludes San		



Diego County).....\$ 27.59	13.24
(2) All Other Work.....\$ 31.12	13.24

REPAINT of any previously painted structure. Exceptions:  
work involving the aerospace industry, breweries,  
commercial recreational facilities, hotels which operate  
commercial establishments as part of hotel service, and  
sports facilities.

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PAIN0036-006 10/01/2016

	Rates	Fringes
DRYWALL FINISHER/TAPER		
Antelope Valley North of the following Boundary: Kern County Line to Hwy. #5, South on Hwy. #5 to Hwy. N2, East on N2 to Palmdale Blvd., to Hwy. #14, South to Hwy. #18, East to Hwy. #395.....\$ 32.05		16.82
Remainder of Los Angeles County.....\$ 37.18		17.99

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PAIN0036-015 06/01/2016

	Rates	Fringes
GLAZIER.....\$ 41.70		21.13

FOOTNOTE: Additional \$1.25 per hour for work in a condor,  
from the third (3rd) floor and up Additional \$1.25 per  
hour for work on the outside of the building from a swing  
stage or any suspended contrivance, from the ground up

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PAIN1247-002 05/01/2016

	Rates	Fringes
SOFT FLOOR LAYER.....\$ 31.10		14.06

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PLAS0200-009 08/05/2015

	Rates	Fringes
PLASTERER.....\$ 38.44		13.77

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PLAS0500-002 07/01/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...\$ 33.30		23.33

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PLUM0016-001 07/01/2016

	Rates	Fringes
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## PLUMBER/PIPEFITTER

Plumber and Pipefitter All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work.....	\$ 47.19	21.41
Work ONLY on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space.....	\$ 45.73	20.43
Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....	\$ 35.69	18.76

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 PLUM0345-001 07/01/2014

	Rates	Fringes
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## PLUMBER

Landscape/Irrigation Fitter..	\$ 29.27	19.75
Sewer & Storm Drain Work....	\$ 33.24	17.13

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 ROOF0036-002 08/01/2015

	Rates	Fringes
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ROOFER.....	\$ 35.07	14.40
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FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive \$1.75 per hour "pitch premium" pay.

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 SFCA0669-013 04/01/2016

DOES NOT INCLUDE THE CITY OF POMONA, CATALINA ISLAND, AND THAT PART OF LOS ANGELES COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:

	Rates	Fringes
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SPRINKLER FITTER.....	\$ 37.32	20.27
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 SFCA0709-005 07/01/2015

THE CITY OF POMOMA, CATALINA ISLAND, AND THAT PART OF LOS ANGELES COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS

## ANGELES:

	Rates	Fringes
SPRINKLER FITTER (Fire).....	\$ 42.93	24.04
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SHEE0105-002 07/01/2016		

LOS ANGELES (South of a straight line between gorman and Big Pines including Catalina Island)

	Rates	Fringes
SHEET METAL WORKER		
(1) Light Commercial: Work on general sheet metal and heating and AC up to 4000 sq ft.....	\$ 24.76	9.51
(2) Modernization : Excluding New Construction - Under 5000 sq. ft. Does not include modification, upgrades, energy management, or conservation improvements of central heating and AC equipment.....	\$ 41.86	26.88
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SHEE0105-003 07/01/2016		

LOS ANGELES (South of a straight line drawn between Gorman and Big Pines)and Catalina Island, INYO, KERN (Northeast part, East of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
(1) Commercial - New Construction and Remodel work.....	\$ 41.86	26.88
(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding aritechtrual sheet metal work, excluding A-C, heating, ventilating systems for human comfort....	\$ 41.86	26.88
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SHEE0105-004 07/01/2016		

KERN (Excluding portion East of Hwy 395) & LOS ANGELES (North of a straight line drawn between Gorman and Big Pines including Cities of Lancaster and Palmdale) COUNTIES

	Rates	Fringes
SHEET METAL WORKER.....	\$ 31.69	26.21
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TEAM0011-002 08/01/2016		

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 29.09	26.39
GROUP 2.....	\$ 29.24	26.39
GROUP 3.....	\$ 29.37	26.39
GROUP 4.....	\$ 29.56	26.39
GROUP 5.....	\$ 29.59	26.39
GROUP 6.....	\$ 29.62	26.39
GROUP 7.....	\$ 29.87	26.39
GROUP 8.....	\$ 30.12	26.39
GROUP 9.....	\$ 30.32	26.39
GROUP 10.....	\$ 30.62	26.39
GROUP 11.....	\$ 31.12	26.39
GROUP 12.....	\$ 31.55	26.39

WORK ON ALL MILITARY BASES:

PREMIUM PAY: \$3.00 per hour additional.

[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB,  
El Centro Naval Facility, Fort Irwin, Marine Corps  
Logistics Base at Nebo & Yermo, Mountain Warfare Training  
Center, Bridgeport, Point Arguello, Point Conception,  
Vandenberg AFB]

#### TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2  
axles; Traffic control pilot car excluding moving heavy  
equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3  
axles; Boot person; Cement mason distribution truck; Fuel  
truck driver; Water truck - 2 axle; Dump truck, less than  
16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete  
truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire  
person (\$0.50 additional for tire person); Pipeline and  
utility working truck driver, including winch truck and  
plastic fusion, limited to pipeline and utility work;  
Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck,  
6-1/2 yds. water level and over; Vehicle or combination of  
vehicles - 4 or more axles; Oil spreader truck; Dump truck,  
16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver;

Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - \$1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

## Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

## Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

## Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

## WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

## Appendix V

### Additional Insurance Requirements

#### INSURANCE REQUIREMENTS FOR OPERATING AGENCY

The Contractor shall at all times, during the term of this contract, carry, maintain and keep in full force and effect, insurance policies conforming to the following requirements. The City, its officers, employees, attorneys, and volunteers shall be named as additional insured on the policy(ies). The Contractor shall provide all requirements pertaining to the "Operating Agency" as noted herein.

In order for the Operating Agency to meet its obligations to the community and insure its continuance, the Community Development Commission of the County of Los Angeles ("CDC"), the Housing Authority of the County of Los Angeles ("HA"), and the County of Los Angeles ("County") require that prior to the execution of this contract or as otherwise set forth herein, the Operating Agency must provide evidence that all insurance requirements have been met. Without limiting Operating Agency's indemnifications as set in the attached contract, Operating Agency shall procure and maintain, at Operating Agency's sole expense, for the duration of this contract, the insurance policies described herein. Such insurance shall be secured from carriers admitted in California, or authorized to do business in California. Carriers shall be in good standing with the California Secretary of State's Office and the California Department of Insurance. Such carriers must be admitted and approved by the California Department of Insurance or just be included on the California Department of Insurance List of Eligible Surplus Line Suppliers (hereinafter "LESLI"). Carriers must have a minimum rating of or equivalent to A:VIII in Best's Insurance Guide. Operating Agency shall, prior to the execution of this contract, deliver to the CDC **Certificates of Insurance** with original endorsements evidencing the insurance coverage required by this contract. The certificates and endorsements shall be signed by a person authorized by the insurers to bind coverage on its behalf. Operating Agency shall provide the Commission with certificates of insurance and applicable endorsements each year during the term of this contract to evidence its annual compliance with the insurance requirements set forth herein. The CDC reserves the right to require complete certified copies of all policies at any time. Said insurance shall be in a form acceptable to the CDC and may provide for such deductibles as may be acceptable to the CDC.

Any self-insurance program and self-insured retention must be separately approved by the CDC. In the event such insurance does provide for deductibles or self-insurance, Operating Agency agrees that it will defend, indemnify and hold harmless the CDC, County, and HA, and each of their elected and appointed officers, officials, representatives, employees, and agents in the same manner as they would have been defended, indemnified and held harmless if full coverage under any applicable policy had been in effect. Each policy shall be endorsed to stipulate that the CDC be given at least thirty (30) days' written notice in advance of any cancellation or any reduction in limit(s) for any policy of insurance required herein. Operating Agency shall give the CDC immediate notice of any insurance claim or loss which may be covered by insurance. Operating Agency represents and warrants that the insurance coverage required herein will also be provided by any entities with which Operating Agency contracts, as detailed below. All **Certificates of Insurance** and additional insured endorsements shall carry the following identifier: *Agency Name and Address*.

The insurance policies set forth herein shall be primary insurance and non contributory with respect to



the CDC. The insurance policies shall contain a waiver of subrogation for the benefit of the CDC. Failure on the part of Operating Agency, and/or any entities with which Operating Agency contracts, to procure or maintain the insurance coverage required herein may, upon the CDC's sole discretion, constitute a material breach of this contract pursuant to which the CDC may immediately terminate this contract and exercise all other rights and remedies set forth herein, at its sole and absolute discretion, and without waiving such default or limiting the rights or remedies of the CDC, procure or renew such insurance and pay any and all premiums in connection therewith and all monies so paid by the CDC shall be immediately repaid by the Operating Agency to the CDC upon demand including interest thereon at the default rate. In the event of such a breach, the CDC shall have the right, at its sole election, to participate in and control any insurance claim, adjustment, or dispute with the insurance carrier. Operating Agency's failure to assert or delay in asserting any claim shall not diminish or impair the CDC's rights against the Operating Agency or the insurance carrier.

When Operating Agency, or any entity with which Operating Agency contracts, is naming the CDC as an additional insured on any of the insurance policies set forth herein, then the additional insured endorsement shall contain language similar to the language contained in ISO form CG 20 10 11 85. In the alternative and in CDC's sole and absolute discretion, it may accept both CG 20 10 10 01 and CG 20 37 10 01 in place of CG 20 10 11 85.

No funds will be advanced, reimbursed, or disbursed until all of the insurance requirements set forth herein have been met. There absolutely will be no reimbursement of costs for the default and cure periods.

*Exceptions to the insurance requirements as set forth herein, will be granted only on a case by case basis. Prior to the Operating Agency receiving funds, the CDC or the HA will review the activities of the Operating Agency. Those Operating Agencies whose activities present no meaningful exposure to the CDC, the HA and/or the County (as determined solely by the CDC Risk Management Administrator) may have certain insurance coverages waived by the CDC Risk Management Administrator upon the written request of the Operating Agency and approval from the CDC Risk Management Administrator.*

The following insurance policies shall be obtained and maintained by Operating Agency, and any entity with which the Operating Agency contract, for the duration of this contact, unless set forth otherwise herein:

**A. GENERAL LIABILITY INSURANCE** (written on ISO policy form CG 00 01 or its equivalent) including coverage for personal injury, death, property damage and contractual liability with limits of not less than the following:

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

The City, CDC, HA, and County, and each of their elected and appointed officers, officials, representatives, employees, and agents (hereinafter collectively referred to as the "Covered Entities"), shall be covered as additional insureds on such policy. If the services provided in relation to this Agreement relate in any way to minors, then this policy shall also include an endorsement for abuse and sexual molestation.

**B. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY** insurance providing workers' compensation benefits, as required by the Labor Code of the State of California. This must

include a waiver of subrogation in favor of Covered Entities. In all cases, the above insurance shall include Employer's Liability coverage with limits of not less than the following:

Each Accident	\$1,000,000
Disease-Policy Limit	\$1,000,000
Disease-Each Employee	\$1,000,000

**C. CRIME COVERAGE FOR EMPLOYEE THEFT; FIDELITY BOND:** If the aggregate budgeted amount for the current fiscal year allotted for the Operating Agency is less than fifty thousand dollars (\$50,000), the Operating Agency shall not be required to comply with this section C. If the aggregate budgeted amount for the current fiscal year allotted for the Operating Agency is greater than or equal to fifty thousand dollars (\$50,000), then Operating Agency shall be required to comply with the following requirements in this section C:

Operating Agency shall procure and maintain, at its sole cost and expense, a fidelity bond covering each employee of Operating Agency, whether or not they are compensated. The fidelity bond may be either a primary commercial blanket bond or a blanket position bond written by an insurer licensed by the California Insurance Commissioner. Borrower shall provide thirty (30) days notice to the CDC prior to cancellation of the fidelity bond. The fidelity bond shall provide a minimum coverage equivalent to the lesser of one million dollars (\$1,000,000) or fifty percent (50%) of the aggregate budgeted amount for the current fiscal year for the Operating Agency, as set forth in the cumulative Exhibit A budgets. If the Operating Agency experiences an increase in funding during the fiscal year, the crime coverage requirement will be re-assessed and additional coverage be required in the sole and absolute discretion of the CDC. The Operating Agency shall maintain the fidelity bond for the duration of this contract. The fidelity bond may contain a provision for a deductible amount from any loss which, except for such deductible provision, would be recoverable from the insurer. A deductible provision shall not be in excess of ten percent (10%) of the required minimum bond coverage. Any deviation from this fidelity bond section shall require specific written approval by the CDC.

**D. AUTOMOBILE LIABILITY INSURANCE** (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than one million dollars (\$1,000,000) for each incident. Such insurance shall include coverage of all "owned", "hired", and "nonowned" vehicles, or coverage for "any auto." The Covered Entities shall be covered as additional insureds on such policy.

**E. PROFESSIONAL LIABILITY INSURANCE** including coverage for personal injury, death, property damage, and contractual liability in an amount not less than One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) general aggregate. Said insurance shall be maintained for the statutory period during which the professional maybe exposed to liability. The purpose of this insurance is to cover all claims for professional services being provided by Operating Agency and any entity with which Operating Agency contracts, which includes, but is not limited to, services provided by the following professionals: physicians, physician's assistants, nurses, psychiatrists, psychologists, pharmacists, social workers, architects, engineers, and financial counselors. If Operating Agency is not providing professional services, then it is the responsibility of Operating Agency to obtain separate written approval from CDC to eliminate this professional liability insurance requirement as to Operating Agency.

**F. POLLUTION LIABILITY INSURANCE** including coverage for bodily injury, property damage, and environmental damage with limits of not less than the following:

General Aggregate	\$2,000,000
Completed Operations	\$2,000,000
Each Occurrence	\$1,000,000

Said policy shall also include, but not be limited to: coverage for any and all remediation costs, including, but not limited to, restoration costs, and coverage for the removal, repair, handling, and disposal of asbestos and/or lead containing materials. The Covered Entities shall be covered as additional insureds on the pollution liability insurance policy. If the general liability insurance policy and/or the pollution liability insurance policy is written on a claims-made form, then said policy or policies shall also comply with all of the following requirements:

(i) The retroactive date must be shown on the policy and must be before the date of this contract or the beginning of work or services that are the subject of this contract;

(ii) Insurance must be maintained and evidence of insurance must be provided for the duration of this Contract or for five (5) years after completion of the work or services that are the subject of this contract, whichever is greater;

(iii) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this contract, then the Operating Agency must purchase an extended period coverage for a minimum of five (5) years after completion of the work or services that are the subject of this contract;

(iv) A copy of the claims reporting requirements must be submitted to the CDC for review; and

(v) If the work or services that are the subject of this contract involve lead based paint or asbestos identification/remediation, then the Operating Agency's Pollution Liability shall not contain any lead-based paint or asbestos exclusions.

Operating Agency agrees it will require that, at a minimum, all of the above mentioned insurance requirements, with the exception of the Crime Coverage, are incorporated in its contract with any entity with which it contracts in relation to this contract, or in relation to the property or project that is the subject of this contract.

**The CDC reserves the right, at its sole and absolute discretion, to amend at anytime the provisions of these requirements.**